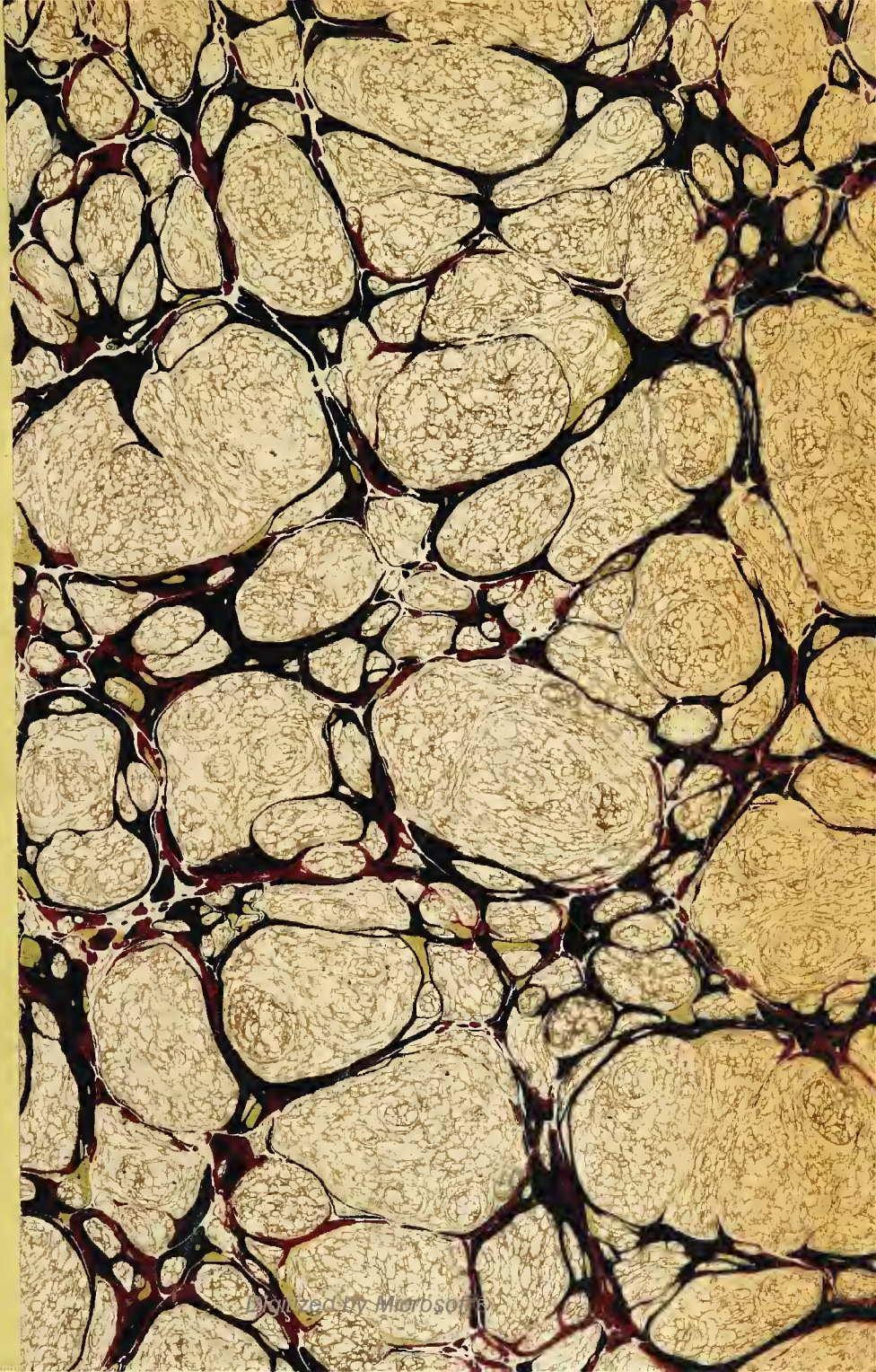




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— IN THE —

ARBITRATION PROCEEDINGS

BETWEEN THE

EMPLOYES OF INDIANAPOLIS TRACTION AND
TERMINAL COMPANY BY AND THROUGH
THEIR COMMITTEE

AND

INDIANAPOLIS TRACTION AND TERMINAL
COMPANY

BEFORE THE

PUBLIC SERVICE COMMISSION OF INDIANA,

ACTING AS A

VOLUNTARY BOARD OF ARBITRATION.

THOMAS DUNCAN, *Chairman*,
JOHN F. McCLURE,
FRANK E. PAYNE,
CHARLES J. MURPHY,
JAMES L. CLARK.

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Wednesday, January 7, 1914.

Two O'Clock P. M.

The Commission Met Pursuant to Adjournment.

ARGUMENT BY W. H. LATTI, ESQ., COUNSEL FOR RESPONDENT

MR. CHAIRMAN AND GENTLEMEN OF THE COMMISSION :

Something has already been said by the gentleman who opened this debate of the importance of this proceeding. And preliminary to what I intend to say during the discussion, I wish to add also that it seems to me this proceeding is of the utmost importance, and that it may be the beginning of a new era in industrial matters in this State, and possibly in this country. That we need to avail ourselves of the privileges of arbitration and especially in industrial matters, it seems to me no one will seriously question. I haven't any late figures at my disposal but I noted a computation of the number of strikes and the amount of losses in the United States compiled in the Encyclopedia Britannica, which shows that from 1881 until 1905 there were 36,757 strikes in the United States, involving 181,407 different establishments, throwing 8,703,824 persons out of employment; that between the years 1881 and 1900 there was lost through the medium of strikes in the United States \$257,863,478 in wages alone, and during the same period the loss to employers reached a total of \$122,731,121.

Now, certainly, it is to the advantage of all persons who have to do with industrial disputes and disturbances, to avail themselves of arbitration, and one naturally wonders why it has not been more generally brought into play in the settlement of such disputes... The reasons perhaps are

that, in the first place, there is very scant legal authority for arbitration, and especially is there none for compulsory arbitration at the present time; secondly, there has been no general rules formulated either by legislators or arbitrators themselves in rendering decisions in which arbitrators have been sitting, or in any other manner, whereby persons who have disputes may know with any degree of accuracy the lines that are to be followed in determining their rights by arbitration; and third, I would say the unsatisfactory condition which oftentimes surround the choosing of arbitrators where they have to be chosen by the parties themselves; at least two-thirds of the arbitrators are, generally speaking, nothing more than attorneys for the persons engaged in the dispute. Now, it seems apparent that in view of these tremendous losses that have occurred, some legal method is about to be inaugurated whereby we may have in course of time compulsory arbitration, and this very proceeding marks the beginning of arbitration by an arm of the government itself, composed wholly of disinterested arbitrators before whom the case may be tried substantially as cases are tried in court. Now, the only thing that remains, in my judgment, to make arbitration complete when these two points are passed, is that we shall seek out and determine and make clear and explicit the principles upon which such an arbitration shall proceed, so that persons who submit themselves to arbitration may know the manner in which they are to have their rights determined. We have in this country the Interstate Commerce Commission, with its promulgations of opinions and reports from time to time, and it does not seem impossible we shall soon have in this country a system of quasi jurisprudence emanating from boards of arbitration, whereby shall be made public and clear

the rights of persons who submit themselves to arbitration.

What does a man do who submits his case to arbitration? That is the very threshold of the inquiry. Does he say, "I am perfectly willing some person shall compromise this case for me."? Does submitting his case to arbitration mean he is necessarily going to lose something? Does it mean he surrenders the guarantees of the constitution and the rights which he has acquired through enactment of law? That his rights are to be determined without reference to the economic laws which govern his business and govern all business? I take it that it does not. I think the fact that that has not been made clear in the past has deterred many persons from bringing their controversies to Boards of Arbitration. If it is a settled proposition that a man who submits his case to arbitration is bound to lose something, that it is nothing more or less than a compromise arranged by some person or persons who may think this party might be satisfied with that, and the other party might be satisfied with the other, and in that way the parties can be brought together and further disputes prevented, then, arbitration, in my judgment, has received a blow from which it will never recover; but, if arbitration means that a man may come before a board of arbitration and say, "I am conducting my business according to law; I am conducting it according to true economic principles; I am not violating any law of the land or any law of the humanities," that man may be sure that he has a right to win his arbitration, and whenever he is assured of that right, he will be very glad to submit his case to arbitration.

So, I take it, gentlemen, it is not to be presumed here that either the committee or ourselves, in presenting this case to your Honors, as a Board of Arbitration, are to waive any rights which we have, but that we are to have this

controversy determined in the light of the rights we do have, and to have those rights, if any, respected and enforced.

Now, an employer of labor clearly has certain rights with reference to his business that have been recognized by the courts and that seem well grounded in philosophy, and it is not inequitable that he should insist upon them. A fair presentation, it seems to me, is contained in the following opinion of the Supreme Court of the State of Illinois in the case of *O'Brien v. The People*, 216 Illinois Supreme Court 354:

"No persons, individually or by combination, have the right to directly or indirectly interfere or disturb another in his lawful business or occupation, or to threaten to do so for the sake of compelling him to do some act, which, in his judgment, his own interest does not require. * * * It is clear that it is unlawful and actionable for one man from unlawful motives to interfere with another's trade by fraud, misrepresentation, or by molesting his customers or those who would be customers, or by preventing others from working for him, or causing them to leave his employ by fraud or misrepresentation, or physical or moral intimidation or persuasion, with an intent to inflict an injury which causes loss. * * * Every man has a right under the law, as between himself and others, to full freedom in disposing of his own labor or capital according to his own will, and any one who invades that right without lawful cause or justification commits a legal wrong, and, if followed by an injury caused in consequence thereof, the one whose right is thus invaded has a legal ground of action for such wrong. Damage inflicted by fraud or misrepresentation, or by the use of intimidation, obstruction, or molestation, with malicious motives, is without excuse, and actionable.

"Under the foregoing authorities there can be no

doubt that any attempt to coerce the Kellogg Switchboard & Supply Company into signing said agreement by threats to order a strike was unlawful. It was violative of the clear legal right of the company, and was unjust and oppressive as to those who did not belong to the labor organizations. Nevertheless the strike was ordered, and thereafter plaintiffs in error sought by threats, intimidation and violence to prevent men and women from taking the places of the strikers.

"In the case of *Mathews v. People*, 202 Ill., in considering the free employment act, we said: 'An employer whose workmen have left him and gone upon a strike, particularly when they have done so without any justifiable cause, is entitled to contract with other laborers or workmen to fill the places of those who have left him. Any workman seeking work has a right to make a contract with such an employer to work for him in the place of any one of the men who have left him to go out upon a strike. Therefore, the prohibition contained in section 8 strikes at the right of contract, both on the part of the laborer and of the employer. It is now well settled that the privilege of contracting is both a liberty and a property right. Liberty includes the right to make and enforce contracts, because the right to make and enforce contracts is included in the right to acquire property. Labor is property. To deprive the laborer and the employer of this right to contract with one another is to violate section 2 of article 2 of the Constitution of Illinois, which provides that 'no person shall be deprived of life, liberty or property without due process of law.' It is equally a violation of the fifth and fourteenth amendments of the Constitution of the United States, which provide that no person shall be deprived of life, liberty, or property without due process of law, and that no state shall deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws'."

There is a clear declaration that the right to contract at a price to be agreed upon is a property right protected by the constitution, both in the employer and in the employe, so that whenever any man seeks to gain employment, he has a right to offer his labor at such a price as is acceptable to him, and whenever any other man has employment to offer he has a right to fix such a price as is acceptable to him, and if it is also acceptable to the other party, there are the perfect elements of a contract.

Now, we have to do here with the wages and conditions of this employment, within the meaning of the contract under which this hearing is being held before your Honors. That contract provides that all grievances of every kind and character as to wages and conditions, shall, within five days of the resumption of the service, be presented to and taken up by the company. If I construe that contract correctly, it means this: That a complaint or a grievance is entitled to be granted by this Board of Arbitration, unless previously granted by the Company, of course, under the provisions for making an agreement, if it is a just grievance. It must appear that there is a just reason for granting the grievance, and that there is either a wage condition which violates the economic principles upon which employers and employes work, or there is a condition of labor which violates the essential and substantial rights of the employes. Otherwise there is not a right in this case to have the grievance received and granted by this Commission. And that naturally brings us to this question: What wages is an employer bound to pay? Upon that, in the beginning, I wish to confine this portion of my remarks to the initial wage, that is, the wage which marks the instant when the mind of the person seeking employment and the mind of the person offering employment meet

upon the contract of employment, which in this case, as applying to the car service men, is shown to be twenty cents an hour.

Now, the most that has been said, and as I apprehend, the extreme that can be said is this, and it was said this morning by Mr. Esary: "That no business has a right to exist where the conditions of labor are necessarily inimicable to life and health, or where the wages paid are not sufficient to support life, to maintain health and permit the reproduction of the race without mental, moral or economic deteriorations. If the conditions of employment in any particular shop or business are such as to necessarily impair life or endanger health, they ought not exist. If the wages in any kind of employment are such that they will not maintain life, that they will not permit of the marital relations, the bringing of children into the world, and the rearing of those children without moral or economic deterioration, those wages are wrong. They are wrong because they violate what has been called here the principle of a living wage."

How do we arrive at the living wage? We have had discussion after discussion during the progress of this case upon that subject. What is a living wage to one man, in a broad sense of the term as it has been applied here by the gentlemen who have preceded me, is not a living wage at all to another man. One man will thrive and will acquire property; he will educate his children; he will surround himself with not only the necessities but the comforts of life, and emerge into a prosperous and satisfactory age on a rate of wages that to another man means poverty all the days of his existence. So when you come to discuss the question of a living wage in its ethical sense, as has been talked about here, there is no standard at all. But

when you talk about a living wage in the sense that it will enable a man of frugal habits to live and bring up his family, support them to such an extent that his own strength and the strength of his family will not deteriorate, and educate them as well as he was educated, and produce a condition of livelihood whereby the race is not deteriorating, then you have a living wage. And how do we find that living wage to be measured? It is measured by the law of supply and demand. There is no other measure; there never has been any other measure; there can be no other measure. The courts have recognized that many times and in many opinions, and they have on numerous occasions explained particularly that the employer is always at liberty to avail himself of the open market for securing his labor, and that the employe by a necessity must conform to the law of supply and demand. This is the only method by which we can arrive at the question of the proper initial wage.

I wish to read an extract from the case of *Bracerille Coal Co. v. People*, decided by the Supreme Court of the State of Illinois on the 26th of October, 1903. I am reading from 35 Northeastern Reporter, on page 62:

"Section 2, article 2, of the constitution of this state guarantees that no person shall be deprived of life, liberty or property without due process of law. We said in the *Frerer* case, the words, 'due process of law' are to be held synonymous with 'the law of the land,' and, quoting from *Millet v. People*, 117 Ill. 294, 7 N. E. Rep. 631, said: 'And this means general public law binding upon all members of the community under all circumstances, and not partial or private laws, affecting the rights of private individuals or classes of individuals.' There can be no liberty, protected by government that is not regulated by such laws as will preserve the right of each citizen to pursue

his own advancement and happiness in his own way subject to the restraints necessary to secure the same right to all others. The fundamental principle upon which liberty is based in free and enlightened government is equality under the law of the land. It has accordingly been everywhere held that liberty, as that term is used in the constitution, means not only freedom of the citizen from servitude and restraint, but is deemed to embrace the right of every man to be free in the use of his powers and faculties, and to adopt and pursue such a vocation or calling as he may choose subject only to the restraints necessary to secure the common welfare. Property, in its broader sense, is not the physical thing which may be the subject of ownership, but is the right of dominion, possession, and power of disposition which may be acquired over it. And the right of property preserved by the constitution is the right not only to possess and enjoy it, but also to acquire it in any lawful mode or by following any lawful industrial pursuit which the citizen, in the exercise of the liberty guaranteed, may choose to adopt. Labor is the primary foundation of all wealth. The property which each one has in his own labor is the common heritage. And, as an incident to the right to acquire other property, the liberty to enter into contracts by which labor may be employed in such way as the laborer shall deem most beneficial, and of others to employ such labor, is necessarily included in the constitutional guaranty. In the *Fraser* case we said: 'The privilege of contracting is both a liberty and a property right, and if A. is denied the right to contract, and acquire property in the manner which he has hitherto enjoyed under the law, and which B., C. and D. are still allowed by the law to enjoy, it is clear that he is deprived of both liberty and property, to the extent that he is thus denied the right to contract'; and quoted with approval: 'The man or the class forbidden the acquisition or enjoyment of the property in the manner permitted the

community at large would be deprived of liberty in particulars of primary importance to his or their pursuit of happiness.' Cooley, Const. Lim. 393. It is undoubtedly true that the people in their representative capacity may, by general law, render that unlawful, in many cases, which had hitherto been lawful. But laws depriving particular persons or classes of persons of rights enjoyed by the community at large to be valid must be based upon some existing distinction or reason, not applicable to others, not included within its provisions. *Id.* 391. And it is only when such distinctions exist that differentiate in important particulars persons or classes of persons from the body of the people, that laws having operation only upon such particular persons or classes of persons have been held to be valid enactments. In the *Millet* case we held that it was not competent, under the constitution, for the legislature to single out operators of coal mines and impose restrictions in making contracts for the employment of labor which were not required to be borne by other employers. And in the *Frerer* case a law singling out persons, corporations or associations engaged in mining and manufacturing, and depriving them of the right to contract as persons, corporations and associations engaged in other business or vocation might lawfully do, was in violation of the constitution, and void.

"The act under consideration applies not to all corporations existing within the state, or to all that have been or may be organized for pecuniary profit under the general incorporation laws of the state. There is no attempt to make a distinction between corporations and individuals who may employ labor. The slightest consideration of the act will demonstrate that many corporations that may be and are organized and doing business under the laws are not included within the designated corporations. No reason can be found that would require weekly payments to the employes of an electric railway that would not require like pay-

ment by an electric light or gas company; to a corporation engaged in quarrying or lumbering that would not be equally applicable to a corporation engaged in erecting, repairing or removing buildings or other structures; to mining that would not exist in respect of corporations engaged in making excavations and embankments for roads, canals, or other public or private improvements of like character; that will apply to a street or elevated railway that will not make it equally important in other modes of transportation of freight and passengers. The public records of the state will show and it is a matter of common knowledge, that very many corporations have been organized and are doing business in the state which necessarily employ large numbers of men that are not included within the act under consideration. The restriction of the right to contract affects not only the corporation, and restricts its right to contract, but that of the employe as well. We need not repeat the argument of the *Frerer* case upon this point. An illustration of the manner in which it affects the employe, out of many that might be given, may be found in the conditions arising from the late unsettled financial affairs of the country. It is a matter of common knowledge that a large number of manufactories were shut down because of the stringency in the money market. Employers of labor were unable to continue production for the reason that no sale could be found for the product. It was suggested in the interest of employers, as well as in the public interest, that employes consent to accept only so much of their wages as was actually necessary to their sustenance, reserving payment of the balance until business should revive, and thus enable the factories or workshops to be open and operated with less present expenditures of money. Public economists and leaders in the interest of labor suggested and advised this course. In this state, and under this law, no such contract could be made. The employe who sought to work for one of the corporations enumerated

in the act would find himself incapable of contracting as all other laborers in the state might do. The corporations would be prohibited entering into such a contract, and, if they did so, the contract would be voidable at the will of the employe, and the employer subject to a penalty for making it. The employe would, therefore, be restricted from making such a contract as would insure to him support during the unsettled condition of affairs, and the residue of his wages when the product of his labors could be sold. They would, by the act, be practically under guardianship; their contracts voidable as if they were minors; their right to freely contract for and to receive the benefit of their labor, as others might do, denied them.

"We need not extend this opinion by further discussion. The right to contract necessarily includes the right to fix the price at which labor will be performed and the mode and time of payment. Each are essential elements of the right to contract, and whosoever is restricted in either as the same is enjoyed by the community at large is deprived of liberty and property."

They held a restricted act of that kind invalid.

Now, any attempt, gentlemen, as it seems to me, in any sort of a legal proceeding to take away from the employer the right to resort to the general labor market in procuring his labor, and to take away from the employes the right to contract with reference to his labor at the price which he can get in the general labor market, is contrary to the very principles upon which we have builded our liberty-loving land. These men have a right to enter into a contract of that character and the employer has a right to do so and if they do so they are exercising no more than the rights given them under the constitution, and any and every law that has ever been passed in any country so far as I have learned, attempting to interfere with that right, has been declared invalid.

There was a time, I believe, in England, a long time ago, after the great famine and plague, when there was an attempt made to pass laws regulating the price of labor. Those laws were enacted and other laws were re-enacted, and after a time they were all held invalid, and cast to the scrap heap sooner or later as being thoroughly impracticable. Since the foundation of our own government, it has been the rule that the labor market is open and free, and every man has a right to resort to it in procuring his labor.

Various reasons have been advanced here why it would be a very nice thing to break away from that rule. It has been said that these men desire more pay. Men have come upon this stand and have been asked, "Would you like to have a house with seven rooms?" "Would you like to have a house with a bath?" "Would you like to have more pay?" Of course, they would like to have more pay. Every man would like to get more for his labor than he is getting, but that is not a reason for advancing the price of labor. If it were, we would soon see every laborer getting as much pay as anybody else, without reference to the character of the labor performed or the qualifications of the man performing it, with the result that industry would be killed. It has been said here these men could live better and they could have more of the comforts of life and that they could enjoy things they cannot now enjoy. That may be true, but is that a reason for advancing the price of labor? Is that a good reason why any one particular employer should be sought out and told this: "You shall advance the price of the laborers employed in your industry."

That may be a good reason for advancing the prices of all labor; it may be a good reason why in the course of time there should be an upward tendency in wages, but as

applied to any particular employer, it seems perfectly clear that it is a poor reason.

Bearing upon that, I was interested in reading a letter sent to the News and printed in its columns entitled "The Voice of the People," a letter from a public school teacher, who said this:

"TO THE EDITOR OF THE NEWS:

"Sir:—Reading the experiences of the car men before the Public Service Commission causes me to think that they are better off than four-fifths, at least, of our citizens. Take the school teachers, for example. We commence on \$450 and it is increased only \$50 a year until \$875 is reached. It takes eight years to reach the maximum salary. Out of this we pay into the pension fund 2 per cent., attend classes, join associations, etc., until on \$875 we really do well to have a net \$800. Out of this \$800 we nearly all have some one dependent upon us as a mother or sick sister, etc. We have to dress in a respectable manner, as we come in contact with cultured, refined people. You can see that, as the conductors, we can not eat porterhouse steak either, and also use butterine. They tell these things as though they were in a class by themselves.

"Their wages are ahead also of drivers, clerks, etc. The average man clerk, I am told, receives between \$12.00 and \$20.00 a week and does not receive free transportation to his business."

So, while it might be very true that to receive greater wages would enable any employe to live in greater luxury, or with more conveniences, or in a style that would better suit his taste, the argument advanced is inapplicable to the contention we now have before this Commission. It has been shown, gentlemen, that this Company pays as its initial wage to the employes entering its service the highest rate that is paid in this community for unskilled labor,

common labor. The rates of wage for unskilled labor run from seventeen and a half to twenty cents an hour. These men are started at twenty cents an hour. They are taken from all the walks of life. Men have appeared before this Commission who have been drivers, firemen, clerks, butchers; who have come from every conceivable walk of life amongst the laboring classes, and have sought employment freely from this Company at twenty cents an hour. It is in evidence here that large numbers of men seek employment, that the Company has ten times as many men presenting themselves for employment as can be employed. Now, it will not do to say that twenty cents an hour is not a living wage. If it is the highest wage established for unskilled labor in this community, it must be a living wage. Men who work for less than a living wage are nothing more than slaves, and we have no slaves among us. A man who is offered less than a living wage will not work for that wage. A man who seeks employment at twenty cents an hour, thereby demonstrates that the employment he seeks does pay a living wage—what is more frequently called, and seems to me better called, the “going” wage.

Now, gentlemen, as bearing upon this subject, I would like to review briefly the testimony of some of the witnesses who have testified here before this Commission, and I have placed upon your Honors’ desk for your convenience in this connection, the wage scale of each man. I think the testimony of these witnesses reviewed briefly in connections with the wage scale, the actual wage received, and actual hours worked by each man, will be very helpful.

Now, FREDERICK SELLERS was the first man.

He is employed in the track and service department as a motorman at twenty-five cents an hour. He has been a motorman eight years. He has a wife and two children.

He did not quit the service on October 31st; he quit November 1st. He did not know of the strike until Saturday morning. "Twice I have refused to work overtime when they wanted me to. I have never presented any grievance. I pay ten dollars rent: \$7.75 to \$10.25 for my coal; six to seven dollars a week for my groceries. I buy shoes at \$4.00 a pair." I believe he said he bought three pairs in the course of a year. "I don't know any place I can earn as much as I do now."

Now, there is a man, who in the month of June earned \$81.00, and he had three days off. He worked one long day in that month. In the month of July he earned \$84.50. He had four days off in that month and worked two long days. In the month of August he earned \$77.00. He had four days off and one short day in which he only worked seven hours. In the month of September he earned \$78.50 and he had four days off, and he worked one day nine hours. The other days were ten, eleven and twelve hours. In the month of October he earned \$83.50. He had two days off. In the month of November he went on strike until the 11th and went back to work on the 11th. He has lost three days since the 11th, and drew \$42.60 as the amount of his wages for the month of November.

Now, does that present a picture, gentlemen, in which this man shows he has a just grievance against this Company as to his rate of wage? He has no special trade or anything of that kind. He has been with this Company eight years and has worked himself up to the point where he makes from \$81.00 to \$84.50 a month, on an average of about six days a week. If he has not saved any money, it is not hard to see why he has not. He burns coal of the most expensive kind, for which he sometimes pays \$10.25 a ton, he says. He buys clothing more expensive than is

necessary. He has a right to, of course; I don't question that. He buys shoes at \$4 a pair. George Marott says, "You can get the best shoe there is made for \$3. If you do not want to pay for style, you don't have to." His grocery bills run from \$6 to \$7 a week, an average of a dollar a day for groceries. Even living at that rate, which is liberal, that man has an ample chance at the wages he is getting, to get ahead in this world, if he desires to do so.

Take the next man:

HARRY WALLS:

He is a pipe fitter in the shop department. He has a wife and three children. He has been working for the Company six years. His wages run from \$17.50 to \$25.00 with an average of \$18.00 a week. He is paid time and a half for overtime. He has bought a home and finished paying for it. He says "I keep my family comfortably." It is shown by this man's wage scale that he works some overtime and that he is allowed for it. He earned in the month of June \$81.26. He earned in July \$89.38. He earned in August \$99.28. He earned in September \$92.95. He earned in October \$98.18.

Now, has that man presented to your Honors a reason why he should receive an increase in pay at the hands of this Company?

JAMES L. HAYDEN, the next man: He is in the car service department as a motorman. He makes twenty-five cents an hour, and has testified he has been a motorman eight years. He has a wife and four children. He pays twelve dollars a month rent; his groceries cost from \$8.00 to \$10.00 a week. He testified he made out a complaint several years ago. He made one complaint in the eight years he worked for the Company, only one. He said he used to

be a fireman on a railroad and made \$80 to \$105 a month, and that his wife was not satisfied because he was away from home so much, and so he took employment with this Company. "I did not join before the strike, and I did not know the strike had been called until the next morning afterward." That man in June drew \$81.17, and he was off work three days. In the month of July he drew \$86.65, and he was off work two days. In the month of August he drew \$78.28, and he was off work five days. In the month of September his wages were \$86.28. He was off work two days. In the month of October he was off one day, and drew \$84.17. He has been working steadily since the men went back to work, since the strike. He lost two days in the balance of November and got \$61.50, after having laid off work a full week.

There is a man that ought to be able to support his wife and children on the wages he is getting. He ought to do more than that. He ought to be able to do as Tommy Mulroy has done—educate his children and acquire something for his old age. He is making a handsome rate of wage for a man that has no trade or special qualifications.

Here is MAT McCARTY:

He has been a conductor twenty-three years. He has a wife and seven children. He complains his hours were too long and said ten or eleven hours were enough for a man to work. He said, "I have had some grievances settled satisfactorily and others I have not had adjusted." The one that was not adjusted was the ticket booth matter. "I have accumulated property worth \$4,500 to \$5,000. I began at fourteen cents and am now getting twenty-five cents." He testified, "I have the run I want. I would like to have one day in seven without working. They always listened to my complaints and were always courteous to me. I

found out about the strike about midnight when my boy came home." Mat McCarty, in the month of June drew \$86.68, and he was off one day. In the month of July he drew \$81.11, and he was off four days. In the month of August he drew \$87.35, and he was off one day. In September he drew \$81.10, and he was off three days, and had one short day on which he worked two hours and fifty-eight minutes. In October he drew \$89.36. He was off one day and had one short day. That short day he worked two hours and thirteen minutes. After the strike period he lost three days and the week of the strike, and still drew \$62.37 for the month of November.

Now, what just complaint has Mat McCarty? He has been with this Company for twenty-three years. He is a man without any particular education. He is not fitted even to sell tickets at the ticket booth, because he has not the qualifications to enable him to do it. He is a good conductor; he can be a good conductor and run his car and attend to that part of the business. He knows that. The Company has kept him in its employ and advanced him from fourteen cents an hour to twenty-five cents an hour. He has accumulated property. He has raised seven children. He has a competency, and he is still able at the end of that time to earn from \$80.00 to almost \$90.00 a month.

Now take GLENN THOMPSON:

He is a motorman and earns twenty cents an hour. He was twenty-one in April, 1913. He is an extra man and testified he made from \$8.00 to \$14.00 a week. He said: "I joined the union before the strike. I signed a withdrawal, but not of my own free will. I did it to hold my job. I deceived Mr. Mahoney to hold my job. I worked at

the Union Station previously for seventeen and a half cents an hour, and I worked at Atlantic City for seventeen and a half cents an hour; I worked at Pittsburg for seventeen and a half cents an hour; I worked with the Big Four bridge gang at seventeen and a half cents an hour."

Now, he has been with this company and earning twenty cents an hour. Mr. Thompson began work, as far as this shows, on the 24th day of June. He was off two days during June, the 30th and 31st. He worked six days and drew \$11.69. In the month of July he drew \$50.86, and he was off three days during that month. It can be seen there that during the month of July he drew some short runs and some long runs, but on an average he worked somewhere in the neighborhood of ten or ten and one-half hours. Taking the good with the bad, his first month of employment with this company on the extra list brought him \$50.86. The next month in order, in August, he drew \$56.73 and he was off one day. There was only one day in the month of August that man did not get some work. His experience on the extra list for the month of August totaled him \$56.73. In September he was off two days and he totaled \$56.93. In the month of October he missed two days and he totaled \$51.83, and in the month of November, even after the strike, he totaled \$38.72, counting out the week of the strike.

Now he had made \$1.75 a day working at the Union Station in this city; he had made \$1.75 a day in Atlantic City; he had made \$1.75 a day at Pittsburg; and working with the Big Four bridge gang. This is the best wage he has ever made in his life and by going into this extra list and sticking to it, he has been able to make more than \$50.00 every month that he worked for this company at twenty cents an hour. Does that look as though he has a just

right to complain? Why, he thought so much of the job he had with this company that he deceived Mr. Mahoney for the purpose of holding his job. He said so himself.

NEWTON D. HILES:

He is a car service man. He is a motorman. Age 24. He has been employed by the company three years. He has a wife and baby. He has a regular run. He is entitled to have his run every day. He said, "I joined the union. Mr. Mahoney told me I was in bad company, and I told him I did not belong, but I did. I went on strike. I used to work at Cincinnati at twenty cents an hour and I worked in a butcher shop at eight dollars a week, and I worked as polisher at the Keyless Lock Company, but I did not make as much as I am making now."

Mr. Hiles in the month of June worked fairly steady. He lost two days and he made \$69.90. In the month of July he only made \$49.24 because he failed to work. Seven days in that month he did not show up for work. He voluntarily threw away one-fourth of his earning capacity in the month of July. In the month of August he made \$61.64. He worked better. He only lost two days in the month of August. There were one or two days on which he did not finish out his run. One day he ran three hours and thirty-five minutes and another day three hours and five minutes, and his run calls for nine hours and ten minutes but running two short days and not working at all on two other days, he made it up on three occasions by working longer and cleaned up \$61.64. In August his rate advanced from twenty-two to twenty-three cents because he had been with the company three years. In September he made \$61.33. He failed to work four days that month. In October he made \$63.02. In that month he did not

work three days. One day he worked only four hours and 32 minutes. Another day he only worked 3 hours and 32 minutes. Another day he worked only three hours and 36 minutes. This is a regular man. He worked a part of the day because he wanted to work a part of the day, but yet that man, not working steadily; not working all the time he had the opportunity to work, he is able to make \$60.00 a month.. That is the best wage he ever made in his life. He said himself that when Mr. Mahoney asked him if he did not belong to this union, he told an untruth about it. He did not want to lose his place. It was more than he had ever made.

Is he in a position to come here, gentlemen, and ask you to forcibly compel this company to pay more than it is necessary to pay in the open market for labor? He is making the highest wage he ever made in his life, and if he needs more money, he can work more days and more hours.

A. I. McCray:

He is a conductor. He makes 23 cents an hour. He has been with the company this time three years. He has been with the company several times, eight years in all. He says: "I get \$15.18 a week for seven days. I pay \$10.00 rent; grocery bill \$6.00 a week. I can hardly live." That is what McCray said. He said, "I can hardly live."

Let us examine Mr. McCray's record here. In June, from the fourth day to the 16th day he did not work at all, and he missed again on the 31st, and yet he drew \$42.70. In the month of July he was off from the 12th to the 16th, and he drew \$63.60, evidently a pretty high wage for him, because in the month of August he dropped back. He could not stand that much prosperity. In August he

missed on the 7th, 8th, 12th, 14th, 15th, 16th, 21st and on the 31st. He is a regular man. He has been with the company three years and has a right to his run every day he will take it out. He drops back that month to \$53.91. The next month he comes up a little better, he works more steadily. And he made \$64.03; although in that month he missed three days. In October he fell back again. In October he did not work on the 3rd, the 10th and the 24th, and he did not work from the 27th to the 31st. He missed, you see, almost one-fourth of that month, and drew \$52.98. Now, that man works very irregularly. You can see he worked one month until he made about \$65.00 and the next month he dropped back to \$52.00, because he only worked about three-fourths of the time. And yet he said to you, gentlemen, "I can hardly live." His further testimony was: "Before the strike, about five years ago, I complained. The Bridge was out, and Mr. Mahoney said we ought to be satisfied." It was about his not having enclosed vestibule. "In a few days they had a temporary vestibule, and Mr. Mahoney told me to go to work. Later I went to him about my wife and Mr. Padgett. I was called up about the union. I told him, 'It is up to you, spit her out.'" When Mr. Mahoney asked him if he wanted to keep his position with this company, that is what he said: "It is up to you, spit her out." You gentlemen remember his conduct here before this commission. I will not call attention to it specifically, but he was not courteous to the members of this commission in the manner in which he conducted himself upon the witness stand. "This is the fifth time I have worked for the company. I have no complaints to make of the inspectors. I think their reports are honestly made. I learned the strike was called the morning after, and I joined on October 2nd. I

would not work with a non-union man, even if this board ordered it." Afterwards he came back on the stand and retracted that statement.

J. W. MILLER:

Miller was discharged on the 17th of September. He has a wife and four children. He has worked for the company four and one-half years. He joined the union in October. In October he talked to Mr. Mahoney, and Mr. Mahoney wanted to know if he had joined, and he said no. Miller had a good many complaints to make against the company, and he was pretty bitter.

Let us see, when you come to consider his wage scale, whether or not he had any right to complain of the wages he earned from this company. In the month of June he failed to work five days and in addition to that on one day he only worked 3 hours and 41 minutes; on another day he only worked 1 hour and 23 minutes. His wages that month were \$63.40, practically for three-fourths of a month's work. In the month of July he only made \$36.82. He didn't work on the 2nd and he did not work from the 8th to the 24th. He did not show up at all for nearly half that month and he only made \$36.82. In August he did better. He missed four days, and worked three short days, and made \$67.94. In September he worked until the 12th, losing the 1st and 2nd, and then he did not work any more, and was discharged on the 17th. That is the record of Mr. Miller. When he worked, he could make \$67.00 and something a month, and when he only made \$36.00 and something a month, it was because he did not work.

ROBERT A. McDANIEL:

Age thirty-two. "I have a wife and three children. I began work in May, 1912." He said, "I work eighteen and a fourth hours and get ten hours' pay." He said, "I haven't been able to save." He was on the committee that went before the strike with Mr. Kinder to see Mr. Todd and left with him the demand. "I joined the union. Before this union was here, the people treated us like dogs. On my wages I cannot comfortably clothe and keep my children."

Let us see what his wages show. In the month of June he drew \$41.20 and he did not work on the 5th and did not work from the 20th to the 24th. He worked a short day on the 25th and did not work on the 31st. In the month of July he drew \$45.10. He did not work at all from the 9th to the 13th, both inclusive, and he did not work on the 31st. This man is losing about one-fourth of each month in which he does not work at all. In August he worked a little better. He lost the 1st, 17th and 18th, and worked a short day on the 23rd, and his wages for the month were \$53.32. Now, in September he did not work at all from the 14th to the 24th, both inclusive, and he did not work on the 31st, so his wages dropped back to \$40.52. In October he got \$46.87, and failed to work seven days.

Now, that is the man who says to you, gentlemen, as the ground for raising his wages, "I haven't been able to save."

MR. PAYNE: Is he an extra man or a regular man?

MR. LATTA: He is a regular man. He has been with the company since May, 1912.

MR. CLARK: He seems to have short runs all the time.

MR. LATTA: He has some short runs, evidently. Seven hours and 53 minutes, that is almost eight hours, and then he advanced until his hours were nine hours, and then his later runs were all ten hours.

EARL GALVIN:

He never worked but four days in his life. He said he reported four days and got four days work. That was after the strike, and I assume he is not especially interested in this controversy.

THOMAS B. STEARNS:

He has been a motorman since January 11th. He has a wife and two children. "This is the third time I have worked for the company." "Before the strike," he said, "I made seven or eight or nine dollars a week. I barely existed." Then he went on to say he had at one time worked as attendant at an insane hospital out west at \$35.00 a month and moved from there to Logansport, and became an attendant in a hospital there and made \$25.00 a month. He worked also in a broom factory and had a broom factory of his own. He was fair enough to say Mr. Mahoney always treated him like a man. Stearns is on the extra list, of course, because he began to work—according to this he said he was employed on January 11th. I do not know why he did not work the first part of June. Anyway, from the 21st to the 31st of June he lost one day, and he got \$20.70 for the days he did work. In July he got work every day, some days short, but his wages for the month were \$54.66. In August he got a higher rate, he made \$70.00. He testified he was detailed on special duty part of the time in August with what he called the sluggers. He got twenty-five cents an hour for

that period. So that month he got \$70.00. He went back to work on the 6th of September and worked all except two days the balance of the month. He made \$47.00 from the 6th to the end of the month. Then in October he did not work regularly. He made \$38.65. He lost nearly a third of that month. Since the strike he has been working more regularly again, although two or three days he only made short time. Now, Mr. STEARNS, when he worked, regularly, made good pay, and got about \$54.66 a month; at that rate, on the extra list.

PAUL SMITH:

He is a motorman, age 24. He has a wife and no children. It is the second time he has worked for the company. He pays four dollars a week rent, and does light housekeeping. He pays a grocery bill of five to seven dollars a week, and takes two meals away from home. He buys clothing on credit. He says he was discharged. He made \$48.17 in June, failing, however, to work about four or five days of that time, and up until he was discharged in July, he made fair time, except he had two short days. By the 21st of July he had earned \$39.69. He has not been in the employ of the company since the 22nd of July.

A. H. RAY:

He had been a conductor since the 16th of February. He was called in about his bond and went to see the bond men and they would not give him any information and he could not work without a bond, and he had to quit. His employment terminated the 1st day of September. He was on the extra list in the month of June. He did not work on the 5th and did not work from the 11th to the 16th, and he did not work on the 31st. His wages for the rest of the month were \$34.50. In the month of July he

made \$48.95. He worked more regularly. In August he made \$49.70, so that he was doing fairly well in the extra list at twenty cents an hour at the time he got in trouble about his bond.

CLAUDE KINDER:

He is a conductor; married; one boy; he testified he made \$14.40 a week. He pays \$11.00 a month rent. His wife attends to all bills and he don't know about his bills. He says he has not saved anything. But Kinder with a wife and one child, made in the month of June, \$65.07; in July he made \$62.19; in August he made \$57.77, and he failed to work several days. In September he made \$60.31; in October up until the 29th, counting out about three days he lost before that time, he made \$55.61. He had not been making a bad rate of wage. He has a regular run. He laid off on an average about four or five days every month according to this, and several days each month he only worked two or three hours, and yet he made a fairly good wage.

B. E. COOK:

He was a witness for the committee; he is a motorman on the extra list at twenty cents an hour. His employment terminated on the 23rd of June. He had worked eighteen months—no, he is on the extra list. "I have a wife and two children. I quit. I was called to the office about running away from a man near the Fair Grounds, and Mr. Mahoney told me after he heard about it that I might just as well quit." He said, "I don't know why I quit." He said, "I could not say I was satisfied with the wages, but I could not do any better. I worked at Newport, Kentucky, at from twenty to twenty-three cents an hour. My run here was over \$15.00 a week. Since I have

been away from the company I have worked in a lumber mill at twenty cents an hour and drivers there get nine to twelve dollars a week."

I have the statements beginning with the 1st of June at the time his last raise was granted, and most of his employment was prior to that time, but he said he was making \$15.00 a week, more than he ever made anywhere else.

I want to avoid being tedious in analyzing this testimony, but I felt when I made these notes and saw they were applicable to the wage scale, that it was quite important.

CHAIRMAN DUNCAN: You have until tomorrow noon.

MR. LATTA: I will go on a little way.

A. L. DEAL:

He is twenty-two years old and single. He says, however, he partially supports his mother and brother who live in Seymour. He was employed in May, 1913. He is on the extra list. He has worked for this company three times. He says his wages clear through the extra list would average \$11.00 a week. He pays \$5.50 to \$6.00 a week for board, and \$1.25 a week for room rent. He was first discharged by Mr. Tretton for stealing. He was cautioned by Mr. Tretton for losing out, that is, failing to report, and then he was discharged for insulting a lady at 34th and Illinois streets. He was arrested during the progress of the strikes, but acquitted. The last time he went to see Mr. Mahoney, Mahoney said he would give him another chance. In the interval he worked at the G. & J. Tire Company for fifteen cents an hour and at Seymour at nine dollars a week. He is making now twenty cents

an hour. An examination of his wage record shows that in June, when he worked fairly steadily, he made \$53.63. He stated to the commission he could make an average of \$11.50 a week. By that, of course, he meant to convey, if he worked all the time. He made \$53.63 in June, and lost four days. In the month of July he had a period from the 9th to the 12th when he did not work at all, and he lost several days at other times and only made \$47.66. In the month of August he was very irregular in his work and he made \$47.32. In September he was more regular and made \$49.61, and in October he made \$51.11.

That shows that when he does work he makes around fifty dollars—\$53.00—a month. He is a young, single man, age 22, and it has been so attractive to him that he has come back to the company three times and begged Mr. Mahoney for his job. Even after being discharged in connection with an irregularity in fares, Mr. Mahoney said he would give him another chance.

I submit that man has no grievance against the company. His conduct shows he has not. His conduct shows he wants this employment, and he is well satisfied with the wages, and if he needed more wages, he could work a little harder and more days. He misses a great many.

J. SCHULER:

He is a motorman and has worked for the company three months. His record here shows he was employed on the 6th day of September. Now, down until the 31st day of September he never missed a day. He had work every day on this extra list. He made \$54.37 from the 6th of September to the 30th of that month. By the first employment he had, of course, counting out the first six days of the month, he was earning at a rate in excess of \$60.00

a month, from the beginning. In October he made \$48.63, and missed a good deal of time, several days. Then he went on strike, and his earnings in November are irregular. He testified to the commission that he makes between \$10.00 and \$11.00 a week. We can see here that he makes more when he works regularly. Before he worked for the company, he made \$11.50 in a tailor shop by working extra hours. He used to work at the C. & O. Freight House, and made 17 cents an hour. Before that he worked on a farm at \$25.00 a month. He testified he would go back to work after this hearing even if no increase in the wages was granted. That man's record for the month of September and October, the first full months he worked for the company, shows conclusively that the extra man does not work under a material hardship as to the amount of his wages.

While I am on that subject, and for fear I will forget it later, there is here before the commission a record of every man that has worked as an extra man during the year. I, myself, was greatly surprised when I examined it to see how much money the extra men make if they work, if they report for duty. The work is there for them and the record will show that the man who reports for duty makes very good wages, considerably more than the minimum they are asking here. These men are asking that they get a minimum of \$1.50 a day, which is \$45.00 a month. That record will show that the man who reports for duty while on the extra list makes more than \$45.00 a month from the very beginning, and I hope your Honors will find time to run through a few pages and satisfy yourselves as to the truth of the statement.

H. C. SCHMIDT:

He is a car service man, a conductor. He makes 21 cents an hour. He has been a conductor nearly two years. He says, "I make \$16.12 a week if I work seven days." He made a computation about his wages. He said, "If I work 28 days I get \$64.48, and if I lay off two days"—which he thought was a fair amount—"I make \$59.86." He said, "I pay \$24.00 a month for groceries, \$5.00 for rent, \$5.00 insurance and dues and I pay \$12.00 a month on my furniture, \$5.00 a month for clothing; that is \$51.00 a month." He showed by that he only had a balance of about \$8.00 a month. His record shows very much to the contrary. His record shows that in June he made and drew \$63.39, although he was off that month three days. For the month of July he made and drew \$66.92, although in that month he was off two days. He figured that if he was off two days in the month his net earning would be \$59.86, while in July he was off two days and his earnings were \$66.92.

CHAIRMAN DUNCAN: He arrived at that by the week?

MR. LATTI: I am calling attention to his actual earnings as compared with his actual expenditures to show he has more than \$8.00 left at the end of the month for his incidental expenses. He earned during the month of August, \$65.59, and in September, \$62.92, and in October he earned and drew \$65.59.

Commenting further on his testimony, as I have it abstracted here, "I have been called up by Mr. Mahoney six times, four times on account of the union. I joined September 2nd. Mr. Mahoney would not believe it when I told him I had not

joined. A union man treats a union man better than he does a non-union man. We don't treat scabs as well as we do union men. If my motorman was not a union man, he would be a scab. I don't think a non-union man is anything but a scab. By the union we are able to try all discharges before the commission. If the union is recognized they would be in a position to require all men to join the union. Before a man is discharged the matter would have to be investigated, and if they did not agree, arbitrate. I think the company should prove by the spotter that the man took the money in case he was accused of knocking down fares."

That is the record of Schmidt as far as his wages are concerned. That illustrates his attitude towards this company and what reason is there for it? A man who has been with the company now not quite two years and he is having a regular income from his labor with this company of approximately \$65.00 a month; more than that, if he works steadily, at almost the beginning, you might say, of his employment.

P. M. PORTER:

He is a motorman, in the car service department, at 23 cents an hour. He is 28 years of age; married and has two children. He has worked this time for the company four years and he worked a year for the company once before.

"I get \$16.50 for seven days. I pay \$8.75 rent. My grocery bill is \$5.00 a week. I have had to work overtime sometimes. The reason was the man who was to relieve me, quit, and they had no extra man to take my run. I

always thought they did not pay wages enough. I joined the union October 29th. I do not know where I could make as much as I do."

There is a man who has been with the company four years; has a regular run and makes 23 cents an hour. He is entitled to take out his run. This record shows he has an earning capacity if he does take out his run, of more than \$66.00 a month. In the month of June he only earned \$45.59, because he did not work. He did not work at all until the 9th of June, and then he loafed several days thereafter. In July he made \$62.08, and he lost four days that month. In August he only made \$53.07. He did not work at all from the 4th to the 11th, both inclusive, of August, and he lost time on other occasions also during that month. In September and October he made \$63.63, and \$64.79, respectively. Now he thinks he ought to have more pay, and yet he is working, under this evidence, about three-fourths of his time. Some months he loses a whole week at a time, and some months he loses eight and ten days at a time. He asks you gentlemen to give him a raise in pay when the company can get all the men it needs for the pay it does offer. He wants you to raise the pay for his benefit so he can make more money. He has within his own hands the means of making more money by working more steadily.

W. B. AKARD:

He is in the car service department as a motorman; he makes 21 cents an hour; he has a wife and four children. His grocery bill is \$5.00 to \$6.00 a week. Akard said he had been in the merchants business but was burned out, and lost practically everything he had. He is here working for this company saving to get back in business again.

He said he is saving on an average, and has saved on an average through the extra list, and all, an average of \$100 a year. In June he made \$57.96; In July, \$65.12; in August, \$65.60; in September, \$63.36; in October, \$64.87.

He works pretty regularly. He loses on an average about two or three days a month, but for the most part he works pretty regularly, and he is getting along all right.

By the way, in the testimony of Mr. Akard, there is a full account of his wages during the time he was working through the extra list. He had it by the week, gave all the time covering the period of a couple of years, and it shows he made very good money while working on the extra list. In fact, he has kept up his average of savings at the rate of \$100 a year, and he has quite a good sized family.

G. D. MILLER:

He has a wife and one child. It took him four months to get through the extra list. He worked most of the time. He lives twenty-two squares from the barn, in a rooming house, paying \$4.50 a week rent; \$4.50 a week for groceries.

"I formerly worked at Beech Grove for \$2.00 a day and at the Panhandle Shops for \$1.70, and \$1.75 a day, and worked at Kokomo for the L. E. & W. at 17 cents. I worked at Kokomo in a butcher shop at \$15.00 a week for a short time, and then got this place." "Good places," he said, "at \$15.00 a week are hard to get." He said that when asked why he did not get something better if he did not like this.

He made \$55.11 in June; in July dropping back to \$43.72, because he did not work from the 10th to the 17th

of July, and lost two days further on in that month. In August he came up again and made \$59.88. He worked that month all except one day. In September he made \$53.28. In October he made \$50.45, losing two or three days, and having two days when he worked only 48 minutes; but he made over \$50.00.

There is a lot of this. We lay before your Honors the wage earnings of every man who testified here on behalf of this committee. I will not read more, but I submit that I have read enough to show that in most cases they have not a real grievance so far as their wages are concerned, and that those men who complain the very loudest, are the ones that work the least. All that is further illustrated by the fact that more than forty men came in here who have been with this company for years, old and steady men, that have worked for this company many years, and each and every one of them said they were making good wages, making more than they could elsewhere; that they were well satisfied, and perfectly willing to go on.

CHAIRMAN DUNCAN: Have you Mr. White's wage?

MR. LATTA: Yes. I have his wage. He makes a very good wage. He has been with the company, of course, for quite a while. I have Mr. Brown's here also. He made \$79.92 in June; \$84.37 in July; \$84.57 in August; \$63.94 in September; \$78.59 in October. Those are the earnings of Mr. Brown.

MR. PAYNE: He works steadily?

MR. LATTA: Yes. In June he laid off one day. In July he worked every day, and in August he worked every day. In September he laid off two days, and in October one day; so he worked pretty steadily, but he makes over \$80.00 a month.

Now, I want to call your Honors' attention to the com-

pilations of the time and wages of the regular motormen and conductors introduced in evidence here in connection with the large rolls showing their precise time and wages. I had these read at the time by Mr. Foley and your Honors remember what they showed; but I have had a computation made from these figures, and I wish to read it:

**"CONDUCTORS AND MOTORMEN, SHOWING REG-
ULAR MEN WORKING AT THE FOUR BARNs
DURING THE MONTH OF JANUARY, 1913.**

"Number of men on Pay Rolls	468
Time scheduled on Regular Runs..	153,122 hrs. 32 min.
Time actually worked	126,578 hrs. 08 min.
Loss	26,544 hrs. 24 min.
Average loss per man.....	56 hrs. 43 min.
Pay roll called for by full regular runs	\$34,014.86
Pay roll actually earned and paid	28,087.14
Loss	5,927.72
Average loss per man	12.67
Average earnings called for by schedule	72.68 per man
Average actual earnings	60.01 per man

CHAIRMAN DUNCAN: If the regular men work the full schedule time, there would be no work for the extra men?

MR. LATTA: No, I don't so understand it. I do not know whether there would, but, of course, the extra men take the place of the regular men when they lay off. Whether the regular runs take up all the runs or not, I do not know.

MR. MAHONEY: We have 61 unassigned runs the extra men work; 61 crews.

MR. LATTA: These would have to be run by extra men anyway.

The same computation for the month of June, the month of the increase, is as follows:

*SHOWING REGULAR MEN WORKING AT ALL
FOUR BARNs DURING THE MONTH OF JUNE,
1913, CONDUCTORS AND MOTORMEN.*

Regular men on pay roll	557
Time scheduled on regular runs.....	164,001 hrs. 05 min.
Time actually worked	138,020 hrs. 32 min.
Loss	25,980 hrs. 33 min.
Average loss per man	46 hrs. 39 min.
Pay roll called for by full regular runs	\$40,136.70
Pay roll actually earned and paid	34,157.63
Loss	5,979.07
Average loss per man	10.73
Average earnings called for by schedule (per man)	72.05
Average actual earnings per man ...	61.32

I want to call your Honor's attention to the fact that the increase of one cent an hour, which took effect at that time, produced a difference in the actual wages of these men of \$1.30 a month. In the month of January they made \$60.01 a month on an average. In the month of June they made \$61.32 on an average.

CHAIRMAN DUNCAN: You mean that was their own fault?

MR. LATTA: I mean they did not work. The fact that the company paid them a cent more on the hour only re-

sulted in an actual net increase in the earnings of the men of \$1.30 a month.

MR. CLARK: They laid off more?

MR. LATTA: They laid off more. There was less working.

MR. MCCLURE: Do you have the computation there showing the actual amount of increase in the aggregate of the money paid by the company for that service?

MR. LATTA: I have not, but I have the estimated increase at one cent an hour of the present pay roll, \$22,810 dollars.

CHAIRMAN DUNCAN: The runs average about eleven and a half hours. A ten hours' run would increase his wages ten cents a day?

MR. LATTA: That would be three dollars a month, approximately. The point I am making in connection with this is that this company gave the man voluntarily in June an increase of one cent an hour, which, upon the figures produced here, cost the company \$22,000 to \$23,000, but that its effect was only to produce a net increase in the actual earnings of the regular men of \$1.30 a month.

MR. PAYNE: If they had worked regularly it would only have amounted to \$3.00.

MR. LATTA: Very well, but the point is this: These gentlemen are asking you to raise the wages again at the end of six months, practically so—seven months—from the time that that increase was voluntarily granted by this company. I am saying that the emergency, the cause, for raising these wages, does not, in fact, exist, as is shown by the manner of the men in taking advantage of the raise they got before. In other words, if these men were in hard lines, if they were not making a living wage, if they were not making such a good wage they could

indulge themselves in the loss of two-thirds of the increase they then got they would have greedily seized that \$3.00 a month and availed themselves of it. Their actual loss per man for the month of January for failure to work—regular men—their actual loss per man was \$12.67.

CHAIRMAN DUNCAN: You mean the average?

MR. LATTA: I am speaking of the average.

CHAIRMAN DUNCAN: That is not very significant to me, that average loss. You take eight hundred men and fifty indifferent men will make the average low.

MR. LATTA: Your Honor, there must be a great many men who lay off to produce a result of that kind. You take \$80.00 a month—say the men make \$80.00 a month—this shows their average is \$72.00.

CHAIRMAN DUNCAN: That would be about one-sixth of their time lost.

MR. LATTA: That is \$12.00 out of \$72.00.

CHAIRMAN DUNCAN: About one-sixth of their time.

MR. LATTA: Yes, one-sixth of their time they do not work. The point is this, your Honor, there must be an ability upon the part of these men to live according to their own desires for less than the amount of wages they are making so they indulge themselves in the privilege of laying off to some extent.

CHAIRMAN DUNCAN: My idea of that would be—do you not think it is absolutely essential for them to lay off?

MR. LATTA: Yes, I do. But one-sixth of your time—is there any one of us that indulges to this extent;—one-sixth of his time when he does not work at all?

CHAIRMAN DUNCAN: I lose nearly every Sunday; that is about one-seventh of it.

MR. LATTA: If it be true, that the men were working all except Sunday, and they needed the money, would not the

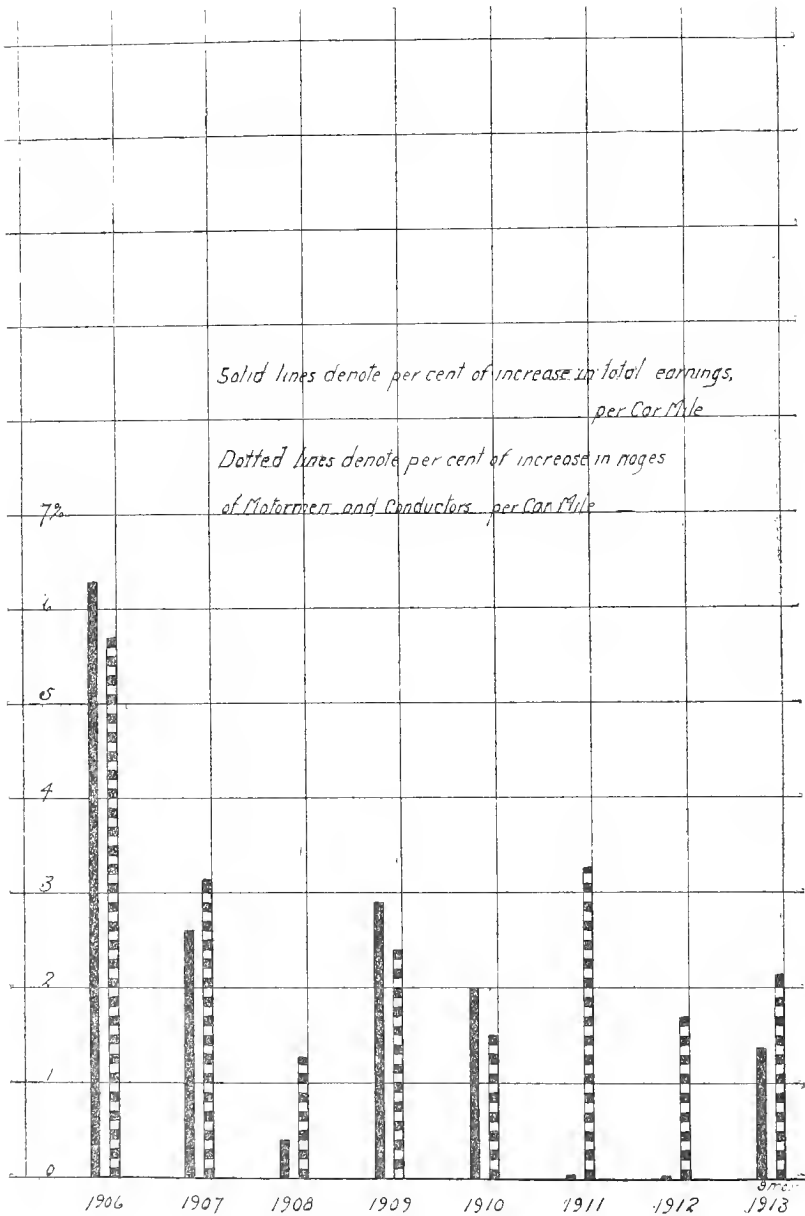
increase of a cent an hour voluntarily granted by this company in June, produce a better result to them than it did? It most certainly would.

The claim has been made here, your Honors, that the wages of these men have not been advanced in proportion to the earnings of the company, and they found that claim upon the testimony of Mr. White, who gave us a very elaborate and detailed account of the money he had collected, the number of fares he had collected and the amount of his wages. As a result of that, however, we found that in 1905 the wages of this witness amounted to .0021 for each passenger he carried, and that his wages had continuously increased every year until, in 1913, his wages were .0029 on every passenger he carried, thereby demonstrating that in spite of the fact as he claimed that the cars were larger and the volume of the traffic had increased, and that each conductor was bringing into this company more money than he formerly did, the wages of the conductors themselves (and, of course, the motormen, have advanced proportionately), have increased faster than the productivity of the cars and the productivity of their own labor as operators of the cars. We have also put forward what is to me the true test of fairness in increasing wages; a comparative statement of the revenue per car mile, and a comparative statement of the platform expense per car mile. It is all right to indulge in highflown theories about the proportion of the revenues of this company, or any particular business, labor should have. There is no way of determining. If we undertake to do that, we have no measure at all to go by. No man knows how much a man is worth as set over against a sum of money as capital invested. That is not the method upon which business is conducted. The owner of the business takes the risk of the business and takes the risk of loss in the

business, and he must pay the wages that are necessary to carry on the business even to the point of a failure as far as he himself is concerned. But if we undertake it at all, it is fair to say that there is one basis only upon which we can compare the advance in wages with the advance in prosperity of the business itself. Only one test which can be applied to the street railway business. It must be by comparing the earnings and platform expense per car mile. You send a man out to run a car a mile, and the man must run it. If you earn a million dollars within a year by running so many miles, and two million the next year by running twice as many, you have to have the men to man those cars, to run those miles. Labor and capital come together in the street railway business in operating one car one mile, and in producing the revenue, whatever it is, which may result from operating that car that mile. This is where labor and capital come together in this particular business. Now this company—your Honors have these figures before you—this company from the year 1906, including nine months of 1913 has presented a statement of its earnings per car mile showing the following rate of increase. In 1906 the increase was 6.340 per cent. in earnings. In 1906 the increase in wages of motormen and conductors—the platform expense per car mile was 5.724 per cent. In that year the company gained a little over the men in increase in earnings. In 1907 the increase in earnings per car mile was 2.625 per cent. In the same year the increase of the men in platform expense was 3.150 per cent. The men went ahead of the company in that year. In 1908 the increase to the company was 0.438 of one per cent. in increased earnings per car mile, and in the same year there was an increase in the earnings of the men per car mile of 1.289 of one per cent. In 1909 the company made an increase in its earnings per car mile of 2.910 per

cent. The same year the men increased the platform expense 2.435 per cent. The company made a very slight gain over the men that year. In 1910 the company increased in its car earnings 2.015 of one per cent., while the men increased 1.505 of one per cent. The company gained a little that year over the men. In 1911 the company made a very slight increase, 0.003 of one per cent. The men, however, made a very large increase, 3.287 of one per cent. In 1912 the company made a very slight increase, 0.003 of one per cent., while the men went ahead 1.705 per cent. In 1913, the first nine months, the company made a gain of 1.381 per cent., while the men made a gain of 2.127 per cent.

Now, I have that in a chart graphically, showing here by solid lines the percentage of increase in car earnings per car mile and by dotted lines the percentage of increase in platform expense per car mile, showing, if it can be truthfully said that there is a basis for comparing the advancement which should be made by labor with the advancement which should be made by capital, that these men have increased faster than the company has increased throughout this period, and for the past two and three-fourths years they have increased very largely over the company. In 1911 and 1912 we made practically no increase at all.



AT THIS POINT THE COMMISSION ADJOURNED
UNTIL 9:00 O'CLOCK A. M., JANUARY 8th, 1914.

January 8, 1914
Nine o'clock A. M.

THE COMMISSION MET PURSUANT TO AD-
JOURNMENT, AND W. H. LATTA, ESQ., CONTINUED
HIS ARGUMENT AS FOLLOWS:

I next wish to call your Honors' attention to the chart showing the various rates of wages paid by companies in this vicinity, which we produce here in evidence. This, of course, is not at all conclusive, but it does furnish some light, it seems to me, upon the question that is before this Commission. The committee also introduced a chart of wages paid in various parts of the country, and if I were disposed to take any advantage of their chart, I could probably predicate a stronger argument upon their chart than upon my own, because in every instance it showed the initial wage was less than in Indianapolis, but it seemed to me in fairness, we should have this chart to show what the rate is in the immediate vicinity of Indianapolis, even considering those cities which are larger and more populous, and where the earnings are undoubtedly greater than they are here.

WAGES AS COMPARED WITH OTHER STREET RAILWAY PROPERTIES SURROUNDING INDIANAPOLIS.

Wages by years.

Pare	Payment to	City	1	2	3	4	5	6	7	8	9	10	11	12
5c cash, 6 for 25c, 25 for \$1.00														
	\$30,000.00	Indianapolis	20	21	22	23	24	25						
5c	None	St. Louis	23	24	25	26	27							
5c	None	Louisville	21	22	23									
5c	None	Nashville	18	19	20	20	22							
5c	None	Cincinnati (By Arbitra- tion)	20	21	23	23	23	24	24	24	25	25	26	27
5c	None	Dayton	21	22	23	24	25							
5c	None	Columbus, O., 3 Mo. 9 Mo. 20½ 23¼	21	22	23	24	25							
5c	None	Springfield, O.	21	22	23	24	25							
5c	None	Pittsburgh, Pa. 1st 6 Mo. 2nd 6 Mo. 23½ 25	21	22	23	24	25							
5c	None	Washington, D. C.	21½	22½	23	24	25							
5c	None	Baltimore, Md.	19	20	21	21	21	22						
5c	None	Buffalo, N. Y.	23	24	25	26	27	28	28	28	28	29		
5c	None	Toledo, O.	23	24	25	26	27							
5c	Partnership	Chicago	23	25	26	27	28	29	30	31	32	See below		
5c	None	Peoria, Ill.	21	23	26									
5c	None	Kansas City												
		1st 6 Mo. 2nd 6 Mo.	21½	22	22½	24	25	26	26	26	26	27		
		21												

Tp. C. H.
Ck. C. H.—C.

Chicago

1st. Year.

1st 3 Mos.	23
2nd 3 Mos.	25
2nd 6 Mos.	26
2nd Year.	
1st 6 Mos.	27
2nd 6 Mos.	28
3rd Year	29
4th Year	30
5th Year	31
6th Year	32

I call your attention to the fact that this shows that the initial rate of wage in Cincinnati, even as a result of arbitration, and in Dayton and Springfield, Ohio, is twenty cents. The initial rate of wage at Columbus, Ohio, is $20\frac{1}{2}$ cents. The initial rate at Baltimore is nineteen and at Washington it is $21\frac{1}{2}$. At Kansas City it is 21 cents, and at some larger cities, such as Chicago, it is 23. In Saint Louis it is 23. In Louisville it is 21. Nashville, however, it is 18. That, by comparison, would seem to indicate that our initial rate is not out of proportion to the initial rate in other cities, and the subsequent rate for the men who have been in the service longer is fairly well proportionate to the rates in other cities. In Louisville they do not get 23 cents, without reference to the length of employment. In Cincinnati, when our men are earning 25 cents, their men are earning 24. Even in the seventh and eighth year under the late arbitration in Cincinnati, they are earning 24 cents, while we pay our men 25 cents in the sixth year. They reach 25 cents at the ninth year, by the arbitration in Cincinnati. In Springfield, Ohio, they reach 25 cents one year before we reach it here, and at Dayton they seem to have the same rate, while in Columbus they start at $20\frac{1}{2}$ cents and $24\frac{1}{2}$ cents is the highest they reach. In Washington they start at $21\frac{1}{2}$ cents, but never get above $23\frac{1}{2}$ cents. In Baltimore they start at 19, and 22 cents is the highest they ever reach. So that this chart as a whole would indicate, as it seems to me, not only that our initial rate is a decent rate, the kind of rate that will draw to us the proper sort of men, and plenty of them, but it is a rate which in other cities seems to produce a proper kind of labor for the operation of the cars, and it takes a much larger city than Indianapolis to stand a greater initial rate than we have here.

Also, I want to call your Honors' attention to the testimony of Mr. Enliss, who was a witness here for this committee and who said that about the time the strike became imminent, just before the strike was called, he went to Mr. Mahoney's office. He went on his own responsibility, it is true. He did not represent anybody; he did not represent these men; but his thought in that connection is worth considering because he has had experience here in this city running through a number of years, and his suggestion to Mr. Mahoney upon that occasion is of some value, it seems to me, to this Commission. He suggested an initial rate of 20 cents. He did not purport at that time to say that the initial wage should be raised. His idea was to add more compensation in later years. He said that men who had been employed five or six or seven years should get 27 cents; a man who had served over seven years should get 28 cents. But the initial rate should remain at 20 cents, even according to the suggestion of Mr. Enliss.

Passing from that subject then, to the comparison of these wages with the cost of living, I want to say that I have conceded from the very beginning that I consider this a fair matter to be taken into consideration. It enters into the question of the real wage as distinguished from the nominal wage, which is a recognized distinction taken into consideration by all economists. It is what a wage will buy, and that is the real wage. As a preface to that, I wish to call your attention to the table which has been introduced in evidence, and is without question true; of the various increases in wage which have been made by this company voluntarily to its men from time to time, beginning in the year 1905 and extending up to the present time. In the year 1905 the initial wage was 16 cents, and the highest wage was 18 cents. In December of 1905,

which, of course, projected it into the year 1906, the initial wage was made 17 cents, and the highest wage was 19 cents. In 1897 the initial wage was made 18 cents, and the highest wage was 20 cents, and so it has progressed year after year to the present time, when in June of this year, the initial rate was made 20 cents, and the highest wage at five years and over was made 25 cents. Now, it is in evidence here that the board of arbitration sitting in the railroad controversy in the east which considered the wages of all the railroad men north of the Ohio River and east of the Mississippi River, and considered well and carefully the question of the increased cost of living, decided that the increased cost of living was approximately seven per cent. in the past five years. I introduced also printed and published tables from the Indianapolis papers from which a computation showed that the increased cost in prices figured laterally over all the articles in that five years amounted to 61 $\frac{1}{4}$ per cent.

Now, in my judgment the committee did not do much to enlighten your Honors upon this subject. They introduced, as I remember, some lady who had a stand on the market, whose principal effort seemed to be to try to show that there is a combination between the market stand-holders; and they introduced also some scattered testimony during the course of their evidence to the effect that things cost more than formerly; but we made an attempt to bring to this Commission the figures, to show wherein the cost of living had increased; in what particular and to what extent. I think we established with considerable accuracy the fact that rents have not increased. This item constitutes in all probability one-fourth to one-fifth of the cost of living. We showed that the cost of clothing has not increased. We showed that the cost of shoes has not increased, if shoes are carefully bought and properly

bought for service. We showed that on the whole, the cost of groceries has not increased. Some articles have increased, others have decreased, but on the whole, groceries are not much higher now than previously. One witness said, I believe, they might be as much as five per cent. higher, but as I remember, most of the witnesses said the cost of groceries was practically the same, taken as a whole. We showed the great increase has been in the choice cuts, or what is very properly denominated the fashionable cuts, of meats. That testimony was very illuminating. For instance, one witness testified as to lamb chops. You kill a lamb and there are six chops in either side of the lamb. Every man who desires to buy lamb, wants lamb chops. The balance of the lamb, for the most part, goes begging, and it is the same way with other cuts of meat of various kinds. These other cuts are equally as nourishing and equally as palatable, and just as desirable, except they are not quite as fashionable. And they have not increased in price to any such extent. Therefore, I believe it seems fair to say that the finding of the eastern board of arbitration is not far wrong. That investigation spread over all the various articles comprising the total cost of living. The average increase will not exceed six or seven per cent. or in that neighborhood. The only thing to the contrary that has been shown here that pretends to amount to anything is the tabulation by the Department of Labor at Washington. I wish to call your Honors' attention to the fact that that tabulation is not reliable. You can make most anything out of a tabulation if you proceed as the department did in that case. For instance, their figures on the cost of meat, which is illustrative and the most important item,—they gave certain percentages on the cost of meat; it appeared, however, that the quotations were furnished by six Indianapolis

meat dealers out of a total of more than eight hundred. They furnished quotations like this, "Sirloin steak, formerly 20 cents, now 28 cents a pound." We have shown beyond any question that it is not necessary in Indianapolis to pay 28 cents a pound for sirloin steak. "Round steak, 20 to 25 cents, and rib roast 17 to 20 cents a pound increase." The others are in like proportion. Of course, I presume there are places in Indianapolis where a man might pay 28 cents a pound for sirloin steak, but reputable dealers have been introduced here, men who have large places of business located in prominent parts of the City of Indianapolis, who have been in business for years, and who must please their customers. They could not continue in business unless they furnished the right kind of meat and satisfied their customers. They tell you it is not necessary to pay such prices, and if you are willing to take the less fashionable cuts, it is perfectly feasible nowadays to get good meat at a reasonable price.

If it be true that the increased cost of living, taking into consideration all the different articles, will not average more than seven or eight or ten per cent., then it is established here that this company has been fair with its employes on the subject of wages, because in that same length of time it has increased the initial wage eleven per cent., and it has increased the wage of those men who have remained with the company year after year, and are veterans in its service 20 per cent. This company has kept pace with the increase in the cost of living; more than kept pace.

CHAIRMAN DUNCAN: Does not that argument assume that the wage was a proper one in 1905?

MR. LATTI: It does assume it was a proper wage in 1905, and does not the evidence in this case satisfy your Honor it was a proper wage in 1905? For twenty years

there has been no friction between this company and its men over the question of wage. For more than twenty years there has never been a murmur from the men that they were not paid a proper wage. Right here in Indianapolis where there are thousands of employers and where there are thousands of men being employed in all the various lines of endeavor, we have competed successfully and have satisfied our men with our rate of wage. We are dealing now with a question that involves in its initial stage common labor, and at its further stages labor which does not require any particular skill, at least no especial apprenticeship. We have shown that year after year and year after year these men have gone on apparently satisfied with their wages, and no friction has developed between the company and its men. Could there be any stronger evidence that the wage of 1905 was a proper wage? If a wage is satisfactory, is it not a proper wage? Is there any other test by which to determine whether a wage is proper? The evidence shows that in 1892 there was a strike which was an uncalled for and unjustifiable strike; which broke up the union; known as the "Nancy Hank" strike. From that date until 1913 these men have been going along without any trouble at all, without any complaints of their wage, and without any dissatisfaction. I believe, your Honor, I have a perfect right to assume that the wage in 1905 was a proper wage, from that evidence.

Now, I wish to spend a short time, and a short time only, on the subject of capitalization. These gentlemen have complained about the evidence on the subject of capitalization. I say they have no grounds for complaint. If we were attempting to reduce these wages, it would be incumbent then upon us to show all the facts essential to make a case for the reduction of wages; and if in connec-

tion with an attempt to reduce the wages, we were making an attempt to show here we could not pay anything to the men who have their money invested in this property, it might very well be said we should show with particularity, to this Commission, the amount of money invested, or the amount of money now involved in this property. But that is not the contention here. The burden is upon them to show, if they desire to make any point in this connection, that this property is over-capitalized—and they have not shown it, and for the very good reason that they could not show it. So they have no grounds for complaint, your Honors, that we have left this case without a physical valuation of this property, which would probably cost many thousands of dollars, and involve an examination running over several months. You cannot make a physical valuation of this property in a moment. It is a great, complex affair, and it takes special knowledge and skill to make a physical valuation. The evidence generally shows this: That in the year 1899, after it had emerged in a sort of a way from the horse car day—it had been ten years since the time the first electrical street car was operated in Indianapolis,—in the year 1899, there were various franchises. In West Indianapolis; in Haughville; in Irvington and in various places, separate franchises had been granted to the street railway companies in Indianapolis. The companies owned certain gravel roads extending into Indianapolis, one of which was North Illinois, and the other Central Avenue; that a franchise had been granted to the City Railway Company to come down New Jersey Street into the very heart of Indianapolis, and compete with the then existing company.

All Indianapolis was in a turmoil. Money would not come into Indianapolis to be invested to improve the property. There had been a sort of a half-hearted at-

tempt to convert the property from a horse car into an electric system. The power house was utterly inadequate. The rails which had been used for horse cars were insufficient. The little old cars we had at that time would seem ridiculous to us now. A general settlement was then entered into, as your Honors know judicially from the legislation that was enacted at that time by the General Assembly, for in the year 1899 all Indianapolis and all persons interested entered into that settlement, and an Enabling Act was passed by the General Assembly providing for the collection of all the different franchises and for surrendering them to the City of Indianapolis. Many were perpetual. Then there was a consolidation of all these different companies, after a new franchise had been granted by the City of Indianapolis, providing for a reduced fare, and the payment of Thirty Thousand Dollars a year into the treasury of the city, all in consideration of a general settlement of the situation at that time. Money had to be expended to purchase these franchises. Money had to be expended to rebuild this property, which was then in a ramshackle condition on account of the controversy that had been raging here for the ten years since horse cars had been partially done away with, and the first electrical car run in Indianapolis.

The Indianapolis Street Railway Company then came into existence, and I have introduced the ordinances of the City of Indianapolis, showing that the City of Indianapolis was a party to that settlement; that not only was a law passed through the General Assembly to authorize it, but ordinances were passed by the common council providing for the surrender of all the franchises to the city, and for a franchise of limited term to be taken; for the general reconstruction of the lines; and for the expenditure of a million dollars at least,

and as much more as was necessary. Out of and as a result of that settlement came into existence this property, which has been developed into one of the finest street railway properties in the United States.

I notice that whenever Indianapolis is written up and its manifold advantages are spread before the people, one thing of importance is the street railway property in Indianapolis; it is one of the things we are most proud of. Men of this city who have traveled to the remotest parts of the earth, come back and say there is no finer or more efficient street railway system anywhere than we have here. All this is the result of that settlement, and of the Indianapolis Street Railway's advent into the affairs of Indianapolis, in 1899, or soon thereafter.

It is shown with particularity how all that was done; how the bonds and stocks were issued; what they brought; what was accomplished; and will it be said now that in a controversy like this, where the street railway company is not attempting to reduce these fares, that it is a proper subject for inquiry whether or not these things should have been done, or that the men who have put their money and abilities into this property can have their investment called in question without an opportunity to be heard. And have no day in court? I think hardly.

Then again, in 1905 there was a man lived in this city who had almost a prophetic vision. He not only had the ability to look forward and conceive a grand enterprise. He had the strength of character to put it into execution; he had the ability to persuade men to back it. He had the tremendous energy that was necessary to create the Indianapolis Traction & Terminal Company, and to bring to Indianapolis the greatest street railway and interurban terminal in the world then and today as well.

Your Honors judicially know that the Legislature of

Indiana has an enabling act to permit that to be done. I have introduced the ordinances here to show the City of Indianapolis also passed laws to permit it to be done. This evidence shows that during that period enormous holdings of real estate were acquired here preparatory to its being done, and right in the heart of the City of Indianapolis almost a complete square was acquired, which I undertake to say today is worth all the bonds and stocks put together of the Indianapolis Traction & Terminal Company.

That man conceived the idea that all the interurban roads centering in Indianapolis should be brought into one terminal. In order to bring about such a result great tact, great ability, great energy, was necessary to be employed.

Will it be said, can it be justly said, that even if he secured stocks or bonds, or either, or both, although there is no evidence that he did, as a result of his energy and enterprise upon that occasion, that that is watered? It has just as much value, gentlemen, as though he had paid money for every dollar that he got.

We have introduced evidence to show from the balance sheets of that company for the past five years that it has the assets to correspond with its bonds and stocks, and not only that, but it has a surplus. We have introduced evidence to show that from 1899 when that tremendous scheme was conceived and brought into execution, until the present day Indianapolis has experienced a growth that it had never experienced before. Practically every building of importance in Indianapolis in the downtown district has been constructed in that time. The department stores have grown to three times their former size.

The Indiana National Bank has had a great prosperity. I have used it as an example. According to the evidence,

over and above its dividends, it has multiplied its capital surplus four times in that period.

Real estate has increased two hundred per cent., and yet these gentlemen say, "How much money did you put into the Indianapolis Traction and Terminal Company in 1905?" Why, do you realize, gentlemen, that in 1912 there came into the Traction and Terminal Station as a result of that conception of this man and of his energy and ability in putting it forth 6,431,714 passengers; that there were operated into the Traction and Terminal Station 249,017 passenger cars, and that there approached and discharged their packages and freight at the Terminal Express Station 23,896 cars during the same period, pouring their golden wealth into the city of Indianapolis? The Indianapolis Traction and Terminal Company has a right to participate in that prosperity, and it has a right to have its stockholders paid dividends accordingly. Can it be justly said that all the citizens of Indianapolis may enjoy the unearned increment that comes from such an enterprise, and that the man who created it cannot enjoy it and is not entitled to it? Hardly.

Mr. Justice Brewer, of the Supreme Court of the United States, in considering a tax question, has this to say of the value of property used in the public service. I am reading from the case of *Adams Express Company v. Ohio State Auditor*, 166 United States 185, 41 Law Edition 965, on 976:

"Now, the taxes imposed upon express companies by the statutes of the three States of Ohio, Indiana and Kentucky are certainly not in terms 'privilege taxes.' They purport to be upon the property of the companies. They are therefore not in form, at least, subject to any of the denunciations against privilege taxes which have so often come from the court. The statutes grant no privi-

lege of doing an express business, charge nothing of doing such a business and contemplate only the assessment and levy of taxes upon the property of the express companies situated within the respective States. And the only really substantial question is whether, properly understood and administered, they subject to the taxing power of the State property not within its territorial limits. The burden of the contention of the express companies is that they have within the limits of the State certain tangible property, such as horses, wagons, etc.; that that tangible property is their only property within the state; that it must be valued as other like property, and upon such valuation alone can taxes be assessed and levied against them.

But this contention practically ignores the existence of intangible property, or at least denies its liability for taxation. In the complex civilization of today a large portion of the wealth of a community consists in intangible property, and there is nothing in the nature of things or in the limitations of the federal constitution which restrains a State from taxing at its real value such intangible property. Take the simplest illustration: B, a solvent man, purchases from A certain property, and gives to A his promise to pay, say \$100,000 therefor. Such promise may or may not be evidenced by a note or other written instrument. The property conveyed to B may or may not be of the value of \$100,000. If there be nothing in the way of fraud or misrepresentation to invalidate that transaction, there exists a legal promise on the part of B to pay to A \$100,000. That promise is a part of A's property. It is something of value, something on which he will receive cash, and which he can sell in the markets of the community for cash. It is as certainly property, and property of value, as if it were a building or a steamboat, and is as justly subject to taxation. It matters not in what this intangible property consists—whether privileges, corporate franchises, contracts or obligations. It is enough that it is property which,

though intangible, exists, which has value, produces income and passes current in the markets of the world. To ignore this intangible property, or to hold that it is not subject to taxation at its accepted value, is to eliminate from the reach of the taxing power a large portion of the wealth of the country. Now, whenever separate articles of tangible property are joined together, not simply by a unity of ownership, but in a unity of use, there is not infrequently developed a property, intangible though it may be, which in value exceeds the aggregate of the value of the separate pieces of tangible property. Upon what theory of substantial right can it be adjudged that the value of this intangible property must be excluded from the tax lists, and the only property placed thereon the separate pieces of tangible property?

MR. LATTA: That is, here is certain iron and bricks and mortar used in the construction of the train shed of the terminal station. That iron and brick and mortar may not be worth very much, it may not have cost much, but into that iron and brick and mortar, when it is molded into the form of the train shed of the terminal station there comes a vast volume of traffic. The contracts which bring that traffic into the terminal station are property. The use to which those pieces of iron and brick and mortar is put produce an income, valuable rights are acquired, it becomes an operating whole. There may be in tangible property in that creation as a whole, but it is property, nevertheless; it is producing property. It will pass for property in the markets of the world; it is taxable property; it is property that is entitled to be paid, by dividends or otherwise, for its use in carrying on the public business.

I want to read again from the Supreme Court Reports of the United States in the case of the *Cleveland, Cincin-*

nati, Chicago & St. Louis Railroad Company v. Victor M. Backus, 38 Law Edition, 1041, I am reading from 1046. This arose in our own state:

“The rule of property taxation is that the property is the basis of taxation. It does not mean a tax upon the earnings which the property makes, nor for the privilege of using the property, but rests solely upon the value. But the value of property results from the use to which it is put and varies with the profitableness of that use, present and prospective, actual and anticipated. There is no pecuniary value outside of that which results from such use. The amount and profitable character of such use determines the value, and if property is taxed at its actual cash value it is taxed upon something which is created by the uses to which it is put. In the nature of things it is practically impossible—at least in respect to railroad property—to divide its value, and determine how much is caused by one use to which it is put and how much by another. Take the case before us; it is impossible to disintegrate the value of that portion of the road within Indiana and determine how much of that value springs from its use in doing interstate business, and how much from its use in doing business wholly within the state. An attempt to do so would be entering upon a mere field of uncertainty and speculation. And because of this fact it is something which an assessing board is not required to attempt. Take for illustration, property whose sole use is for purposes of interstate commerce, such as a bridge over the Ohio between the states of Kentucky and Ohio. From that springs its entire value. Can it be that it is on that account entirely relieved from the burden of state taxation? Will it be said that the taxation must be based simply on the cost, when never was it held that the cost of a thing is the test of its value? Suppose there be two bridges over the Ohio, the cost of the construction of each being

the same, one between Cincinnati and Newport, and another twenty miles below and where there is nothing but a small village on either shore. The value of the one will manifestly be greater than that of the other, and that excess of value will spring solely from the larger use of the one than of the other."

CHAIRMAN DUNCAN: Has not there been, Mr. Latta, a marked modification of that principle?

MR. LATTA: I do not believe so, your Honor.

CHAIRMAN DUNCAN: They began with *Smith v. Ames*, 169, and ended up with the Hughes Minnesota case that modifies that substantially.

MR. LATTA: I am not contending, your Honor—

CHAIRMAN DUNCAN: Suppose we were valuing this property to fix a rate?

MR. LATTA: I am not contending the use is the only basis.

CHAIRMAN DUNCAN: In fixing the rate, what about your franchise?

MR. LATTA: It would be proper to consider the franchise.

CHAIRMAN DUNCAN: Not a cent except what was paid for it.

MR. LATTA: In this case, your Honor, the franchise is paid for.

CHAIRMAN DUNCAN: What was actually paid would be the value for rate making purposes. In determining the wage, if important at all, and it ought to be, would it have a different value for the purpose of fixing a wage than in fixing the rate?

MR. LATTA: Yes sir. If your Honor will let me come to that later, I will discuss it. But I think it is perfectly

apparent that for fixing a wage the principles are entirely different than those involved in fixing a rate.

CHAIRMAN DUNCAN: Don't let me confuse you.

MR. LATTA: I had another United States case there I wanted to read. I think, at least as far as my investigation has led me to determine, there is no case where the question of values has been discussed by any court in connection with the fixing of a wage, and we have to argue by analysis, of course, on this subject.

CHAIRMAN DUNCAN: The value for fixing a rate, we are beginning to get reasonably familiar with that law.

MR. LATTA: I understand that very well, and when I made the answer I did to your Honor I had in the back part of my mind the remembrance that this is a franchise that is paid for. I may, perhaps, have said no to your Honor's question when my answer was too broad, but in this particular case I think my answer is correct, that the franchise in this case must be considered even in fixing a rate.

MR. CLARK: There was a stipulated amount to be paid, so much annually, until the full amount is paid.

MR. LATTA: There is a rate discussion—these cases I have just read are tax cases—*Fort Smith Light & Traction Company v. The City of Fort Smith*, 202 Federal Reporter 581. The part to which I would call attention I will simply insert bodily in my argument without reading it, but it is a general discussion of what may be taken into consideration in fixing a rate, and perhaps no special good would come to the commission from commenting on it at length at this time.

“In the case of *San Diego Water Co. v. San Diego*, 118 Cal. 556, 50 Pac. 633, 38 L. R. A. 460, 62 Am. St. Rep. 261, the Supreme Court of Cal-

ifornia had occasion again to pass upon the question of the duty of a governing body of a municipality in fixing water rates. Referring to the section of the state constitution above mentioned, the court said:

"The meaning of the section is that the governing body of the municipality upon a fair investigation, and with the exercise of judgment and discretion, shall fix reasonable rates and allow just compensation. If they attempt to act arbitrarily, without investigation, or without the exercise of judgment and discretion, or if they fix rates so palpably unreasonable and unjust as to amount to arbitrary action, they violate their duty, and go beyond the powers conferred upon them."

"In the case of *Arkadelphia Electric Light Co. v. Arkadelphia*, 99 Ark. 178, 137 S. W. 1093, it was held that:

"The rates having been fixed by the city council, which is given authority to investigate and determine reasonable rates, the presumption is that they are reasonable, and the burden of proof is upon the company to show affirmatively that they are not."

"This is not a conclusive presumption, however. The council might so conduct its investigation, or might ignore or disregard essential facts to such an extent, as to overcome the presumption of the correctness of its decision. *San Diego Water Co. v. San Diego*, 118 Cal. 576, 50 Pac. 633, 38 L. R. A. 460, 62 Am. St. Rep. 261. What then must the council consider?

"In the case of *Smyth v. Ames*, 169 U. S. 546, 18 Sup. Ct. 434, 42 L. Ed. 819, the Supreme Court of the United States said:

"We hold, however, that the basis of all calculations as to the reasonableness of rates to be charged by a corporation maintaining a highway under legislative sanction must be the fair value of the property being used by it for the convenience of the public. And, in order to ascertain that value, the original cost of construction, the

amount expended in permanent improvements, the amount and market value of its bonds and stock, the present as compared with the original cost of construction, the probable earning capacity of the property under particular rates prescribed by statute, and the sum required to meet operating expenses, are all matters for consideration, and are to be given such weight as may be just and right in each case. We do not say that there may not be other matters to be regarded in estimating the value of the property. What the company is entitled to ask is a fair return upon the value of that which it employs for the public convenience. On the other hand, what the public is entitled to demand is that no more be exacted from it for the use of the public highway than the services rendered by it are reasonably worth.'

"In the case of *San Diego Land Co. v. National City*, 174 U. S. 757 19 Sup. Ct. 811, 43 L. Ed. 1154, the same court said:

"The contention of the appellant in the present case is that in ascertaining what are just rates the court should take into consideration the cost of its plant, the cost per annum of operating the plant including interest paid on money borrowed, and reasonably necessary to be used in constructing the same, the annual depreciation of the plant from natural causes resulting from its use, and a fair profit to the company over and above such charges for the services in supplying the water to consumers, either by way of interest on the money it has expended for the public use, or upon some other fair and equitable basis. Undoubtedly all these matters ought to be taken into consideration, and such weight be given them when rates are being fixed as under all the circumstances will be just to the company and the public. The basis of calculation suggested by the appellant is, however, defective in not requiring the real value of the property and the fair value in themselves of the services rendered to be taken into consideration. What the company is entitled to demand,

in order that it may have just compensation, is a fair return upon the reasonable value of the property at the time it is being used for the public. The property may have cost more than it ought to have cost and its outstanding bonds for money borrowed and which went into the plant may be in excess of the real value of the property. So that it cannot be said that the amount of such bonds should in every case control the question of rates, although it may be an element in the inquiry as to what is, all the circumstances considered, just both to the company and the public.'

"In the case of *Willcox v. Consolidated Gas Co.*, 212 U. S. 41 29 Sup. Ct. 195, 53 L. Ed. 382, 15 Ann. Cas. 1034, the court said:

"There must be a fair return upon the reasonable value of the property at the time it is being used for the public.'

"In the case of the *Lincoln Gas Co. v. Lincoln*, 223, U S. 357, 32 Sup. Ct. 272, 56 L. Ed. 466, the court said:

"In this as in every other legislative rate case, there are presented three questions of prime importance: First, the present reasonable value of the company's plant engaged in the regulated business; second, what will be the probable effect of the reduced rate upon the future net income from the property engaged in service to the public; and, third, in ascertaining the probable net income, under the reduced rates prescribed, what deduction, if any, should be made from the gross receipts as a fund to preserve the property from future depreciation?"

"In the case of *Brymer v. Butler Water Co.* 179 Pa. 231, 250, 36 Atl. 249-251 (36 L. R. A. 260), the Supreme Court of Pennsylvania said:

"Ordinarily, that is a reasonable charge or system of charges which yields a fair return upon the investment. Fixed charges and the costs of maintenance and operation must first be provided for. Then the interests of the owners of the property are to be considered. They are entitled to a rate

of return, if their property will earn it, not less than the legal rate of interest; and a system of charges that yields no more income than is fairly required to maintain the plant, pay fixed charges and operating expenses, provide a suitable fund for the payment of debts, and pay a fair profit to the owners of the property, cannot be unreasonable.'

"In the case of the *Kennebec Water District v. Waterville*, 97 Me. 185, 204, 54 Atl. 6, 14 (60 L. R. A. 856), the Supreme Court of Maine said:

"The elemental principles thus far noted may be summarized as, on the one hand, the right of the company to derive fair income, based upon the fair value of the property at the time it is being used for the public, taking into account the cost of maintenance or depreciation, and current operating expenses; and, on the other hand, the right of the public to have no more exacted than the services in themselves are worth.' "

Before I finish my discussion of the finance question and proceed to answer your Honor's question of a moment ago, I want to call your attention to the value of this property as shown by its earnings and expenses, and its operating cost. These motormen and conductors are interested in the operating cost if they are interested at all, but not in connection with the total sum of money that is produced. I will introduce into my argument as a whole the comparative statement of earnings and expenses for the years of 1911 and 1912, which is on the desk of each one of the members of the commission. It shows, of course, this company had revenues from a number of different sources; car operations, the rental of buildings, the rental of its offices in the Traction and Terminal Building, the rental of its train shed, and from various interurban companies that operate over the tracks of the terminal company into the train shed, both passenger

and freight, and from advertising privileges and hauling newspapers.

MR. CLARK: Dog permits?

MR. LATT: Dog permits, and from a great number of other sources; some large amounts and some small.

Now, I wish to call your attention to the fact that the expenditure of the company for its maintenance of way and structures, and for the maintenance of its equipment, is very liberal; that it is the policy of this company, as shown by its expenditures in that particular, to keep its property well in hand. In 1913, \$366,240.00 were spent for maintenance of way and structures alone.

MR. CLARK: I would like to inquire the nature of that expenditure, whether any of it was for entirely new work?

MR. LATT: It is itemized on the next sheet, your Honor. It shows the amounts for track and bridges, and the amounts for street paving and maintenance of overhead structure, maintenance of buildings and fixtures and maintenance of the Terminal Building. All the items are in the first section of the second subdivision of this statement.

Now, Conducting Transportation; the total cost of conducting transportation in 1912 was \$633,000, and more. It is shown elsewhere that the wages of conductors and motormen amounted to \$510,000 approximately. Of course, there are other items connected with conducting transportation in addition to the wages of the motormen and conductors.

The cost of administration is very light. There is a sinking fund provided, which is, of course, justifiable even for rate-making purposes, and the interest on bonds and other such items. We showed that upon

the stock there was declared a dividend of \$200,000, which is four per cent on the \$5,000,000 stock of this company, but the total receipts of the company for the same year fell short of enough to declare that dividend by \$60,703.98, creating a deficit of that amount in the actual accounts for that year.

INDIANAPOLIS TRACTION AND TERMINAL COMPANY.

Comparative Statement of Earnings and Expenses.

For Years 1912-1911.

	1912	1911	Increase	Decrease	Percent
EARNINGS					
Passenger Receipts, City Lines	2,898,356.96	2,787,127.42	111,229.54		3.99
Track Rentals, Interurban Cars	185,426.45	182,219.88	3,206.57		1.76
Track Rentals, Interurban First Cars	12,928.50	12,767.37	161.13		1.26
U. S. Mail	953.98	963.04		9.06	0.95
Advertising	19,000.00	17,916.67	1,083.33		6.05
Hauling Newspapers	129.50		129.50		.....
Log Permits	507.25	535.75		28.50	5.61
Rent of Land, Bldgs., Miscellaneous	14,866.37	15,699.04		832.67	5.60
Rent of Terminal Bldg. & Stations	188,515.82	182,921.30	5,594.52		3.06
Sale of Power	4,899.05	34,607.37		29,798.92	86.08
Miscellaneous Income	675.60	483.69	192.00		39.70
Discount, Interest, etc.	17,476.55	7,541.97	9,934.58		131.74
Total Gross Earnings	3,343,640.03	3,242,784.01	100,856.02		3.11
OPERATING EXPENSES.					
Maintenance Way and Structures	366,240.81	326,394.64	39,846.17		12.21
Maintenance of Equipment	217,228.11	211,612.89	5,615.22		2.65
Conducting Transportation.					
Operation of Power Plant	373,270.06		134,644.49		56.42
Operation of Cars	633,183.76	238,625.57	394,558.19		7.63
General Expense	288,240.67	329,745.85		41,505.18	12.59
Total Operating Expenses	1,878,163.41	1,694,682.22	183,481.19		10.82
NET EARNINGS					
Prom. Operation	1,465,476.62	1,548,101.79		82,625.17	53.37
Reductions from Income	1,217,980.60	1,187,048.33	30,932.27		2.61
Reductions from Net Income	247,496.02	361,053.46		113,557.44	31.45
Net Surplus	108,200.00	105,800.03	2,399.97		2.27
Dividend on I. T. & T. Co.'s Stock	139,286.02	255,253.43		115,957.41	45.43
Net Surplus	209,000.00	250,000.00		50,000.00	20.00
Net Surplus	60,703.98	5,253.43		65,957.41	1155.51
ADDITIONS AND BETTERMENTS.					
Track and Railway	63,677.31	51,510.61	12,166.70		23.54
Paving and Grading	83,144.66	51,149.88	31,994.78		62.54
Electric Lines	21,165.69	66,199.73		45,034.04	68.02
Real Estate Used in Operation of Road	77,822.57	54,592.19	23,230.38		42.27
Bldgs. & Fixtures Used in Oper. of Road	682.53	29,638.60		19,436.07	97.00
Investment Real Estate	2,038.52	845.91	1,192.61		148.90
Power Plant Equipment	497.55	605.85		109.30	18.01
Shop Tools and Machinery	1,735.48	7,210.01		21,720.27	50.49
Electric Equipment of Cars	9,449.38	18,010.00		8,560.62	47.53
Miscellaneous Equipment	16,631.31	9,884.06	9,797.25		142.33
Miscellaneous	638.49	5,120.17		1,481.68	69.89
Terminal Building Power Plant	2,996.96		2,996.96		.....
Terminal Building Storage Battery					.....
Total	801,805.83	322,250.66		20,444.38	6.84

INDIANAPOLIS TRACTION & TERMINAL COMPANY.

Comparative Statement of Earnings and Expenses.
For Years 1912-1911.

Classification of Operating Expenses.

MAINTENANCE WAY AND STRUCTURES	1912	1911	Increase	Decrease	Percent
Maintenance Track and Roadway	167,183.51	150,702.69	16,480.82	.....	10.94
Maintenance of Bridges	296.03	3,264.32	.....	2,968.29	900.29
Maintenance of Street Paving	82,292.09	68,528.74	13,763.35	.....	20.08
Maintenance of Electric Line	33,947.01	21,052.20	12,894.81	.....	37.70
Maintenance of Buildings & Fixtures	14,567.18	10,406.97	4,160.21	.....	39.98
Maintenance of Terminal Bldg & Stations	67,954.09	68,839.72	.....	885.63	1.29
Total	366,240.81	326,394.64	39,846.17	.....	12.21
MAINTENANCE OF EQUIPMENT					
Maintenance of Steam Plant	23,435.80	26,477.07	.....	3,041.27	11.48
Maintenance of Electric Plant	2,187.44	2,161.88	25.56	.....	1.18
Maintenance of Cars	102,644.30	104,291.36	.....	1,647.06	1.58
Maintenance of Electric Equip. of Cars	56,603.96	51,279.69	5,324.27	.....	10.51
Maintenance of Miscellaneous Equipment	11,861.92	4,896.71	3,365.21	.....	40.02
Miscellaneous Shop Expense	20,494.63	18,966.18	1,528.51	.....	8.06
Total	217,228.11	211,612.89	5,615.22	.....	2.65
CONDUCTING TRANSPORTATION					
OPERATION OF POWER PLANT					
Power Plant Wages	32,623.93	53,444.01	.....	20,820.08	38.96
Fuel for Power	91,464.34	196,001.64	.....	104,537.30	53.33
Lubricants and Waste for Power Plant	2,602.16	6,280.44	.....	3,678.28	58.57
Miscs. Supplies and Exp. of Power Plant	4,135.98	5,565.76	.....	1,429.78	25.69
Hired Power	255,369.75	28,382.27	226,987.48	.....	799.72
Power Furnished Other Companies	12,926.10	51,048.55	.....	38,122.45	74.68
Total	373,270.06	238,625.57	134,644.49	.....	56.42
OPERATION OF CARS					
Superintendence of Transportation	16,220.25	14,002.74	2,217.51	.....	15.83
Wages of Conductors	239,450.33	228,411.74	11,038.59	.....	4.83
Wages of Motormen	250,002.79	235,853.82	14,148.97	.....	6.00
Wages of Other Car Service Employees	4,898.30	3,303.03	1,595.27	.....	48.29
Wages of Car House Employees	52,873.20	47,876.90	4,996.30	.....	10.43
Car Service Supplies	25,932.21	21,761.31	4,170.90	.....	19.16
Miscel. Car Service Expense	31,854.87	23,814.65	8,040.22	1,959.98	8.23
Cleaning and Sanding Track	13,448.73	12,570.02	878.71	.....	6.99
Removal of Snow and Ice	8,503.28	709.06	7,794.22	.....	1099.23
Total	633,183.76	588,303.27	44,880.49	.....	7.63

	1911	Increase	Decrease	Percent
GENERAL EXPENSE	51,200.40	.....	4,874.95	9.52
Salaries of General Officers	32,925.64	.....	.....	4.79
Salaries of Clerks	31,119.99	1,503.65	.....	7.29
Printing and Stationary	2,968.03	.....	21.52	7.29
Miscellaneous Office Expense	3,684.14	.....	289.10	7.65
Storeroom Expense	6,076.22	.....	.....	15.41
Stable Expense	3,218.95	421.83	.....	16.47
Advertising and Attractions	12,598.50	429.64	.....	29.68
Miscellaneous General Expense	12,628.02	.....	2,682.85	24.95
Damage	97,305.00	.....	5,836.17	32,406.67
Local Exp. in Connection with Damages	23,213.22	.....	.....	4,634.11
Other Local Expenses	10,881.27	1,637.81	.....	17.22
Rent of Land and Buildings	15,293.10	.....	.....	24.95
Insurance	19,221.62	.....	.....	19.00
Total	288,248.67	.....	3,565.66	12.57
Total Operating Expenses	1,858,463.11	.....	41,505.18	16.82
Net earnings from operations	1,165,476.62	183,481.19	.....	53.37
DEPRECIATIONS FROM INCOME—FIXED CHARGES .....	.....	.....	82,625.17	6.22
Taxes and Licenses	218,620.06	12,700.56	.....	.....
Interest on Notes Payable	2,466.40	2,486.40	.....	.....
Rental	302,514.34	188.66	.....	.....
INTEREST ON BONDS .....	.....	.....	.....	.....
Citizens St. R. R. Co. 5% due 1933	200,000.00	.....	.....	.....
Indpls. St. R. R. Co. 4% due 1933	240,000.00	.....	.....	.....
Indpls. T. & T. Co. 5% due 1933	237,813.97	16,966.64	.....	7.69
Broad Rapp. T. Co. 5% due 1933	5,000.00	.....	.....	.....
Interest on Trust Equipment Notes	11,458.33	.....	1,499.99	11.57
Total	1,217,580.00	30,932.27	.....	2.61
Net income	247,496.62	113,557.44	.....	31.45
DEDUCTIONS FROM NET INCOME .....	.....	.....	.....	.....
Sinking Fund I. T. & T. Co. 5% bonds	58,200.00	2,400.00	.....	2.27
Sinking Fund I. St. Ry. Co. 4% bonds	30,000.00	.....	.....	.....
Surplus	139,296.62	.....	115,957.41	45.43
Dividend on I. T. & T. Co. Stock	200,000.00	.....	50,000.00	25.00
Net Surplus	60,703.98	.....	65,957.41	115.51

Deficit

Now it can certainly not be said that there is anything, as far as this proceeding is concerned, which is subject to criticism in the financial operations of the company, and I especially want to call your Honors' attention to the two charts which we have had prepared here to show that the prosperity of this company is from its investment and not from its actual operation of cars.

The first chart, the one with the shaded portion, shows that the actual operation of this company produced .0424 for each passenger carried. That is what flows into the treasury of the company from the conductors of the company by the collection of fares. There is a graphical illustration upon this chart showing the amount of franchise compensation by the reduction of the fare from five cents. That chart shows that if this company had had no source of revenue except from the passengers carried by it it would have had a very considerable deficit.

CHAIRMAN DUNCAN: That don't mean that to me. If your statement is true, that this property down here is valued as it is, there is very little of it that is used and useful for the convenience of the public in the conduct of your transportation business. On your own statement you would have nothing like the money that you claim is in it. It is not in there for transportation purposes. You get hundreds of thousands of dollars office rent and things of that kind. That property is not used for the public at all. That is a private investment.

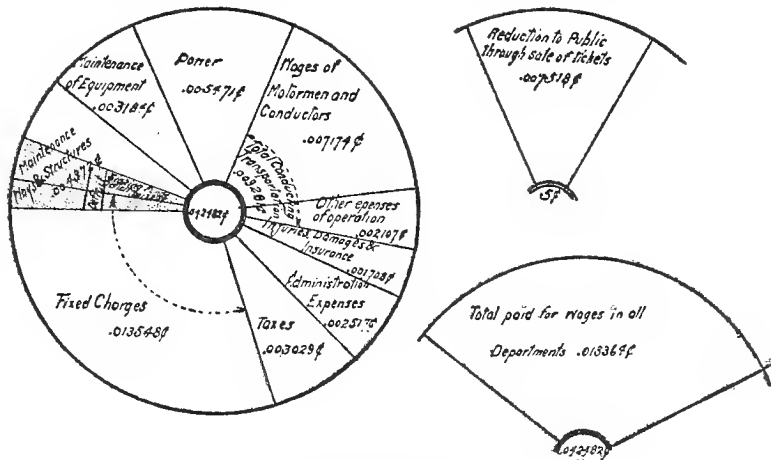
MR. LATTY: Your Honor, we are dealing with the rate of pay of motormen and conductors. They have no interest in the revenues that flow to the company from the rental of that property. Their labor does not help produce that revenue.

We are talking about a proper wage from the revenues

of this company. The motormen and conductors by their labor do not produce any part of the revenue that comes from the Traction and Terminal Station, or from the property that adjoins the terminal station and is used in the business of this company. My point is this, and I think it is well taken; my point is, the motormen and conductors can base their claim to an increase in wage upon the prosperity of this company only from its operating receipts. They are not entitled to dip into the revenues of this company from its investment in real estate. They are not entitled to have anything paid to them from the revenues produced by rentals in the Traction and Terminal Building or from revenues produced by the operation of interurban cars into the passenger terminal. We must look to the question of whether the company has greatly prospered as a result of the labor of these motormen and conductors—if that is a proper subject of inquiry at all—to determine whether or not they are being adequately paid. This chart shows, and I think it is good argument, and I think it is conclusive argument, your Honors, that if this company had had no revenue except from the labor of these motormen and conductors and the men who are associated with them in the car operation—I consider power houses and everything that goes to the operation as a proper element to be taken into consideration, but I mean revenue from the operation of cars, revenue from passengers carried—the company would not have prospered. It would now be in a period of depression. It could not pay anything to its stockholders. It could not even keep up its maintenance on the present basis, and pay its fixed charges also. It would have a deficit, a large deficit, because from passengers alone the revenues of this company are not sufficient, your

Honors, to keep up the maintenance charges, keep up the fixed charges and pay anything at all to the stockholders. On the contrary, a tremendous deficit is the result.

Chart showing actual revenues per passenger and actual operation costs and deficit which would result if company had no other revenue:



Basis Year 1912.

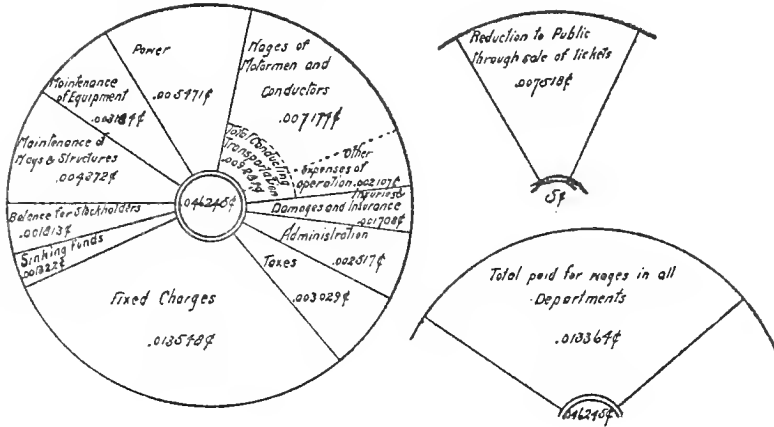
Maintenance way and structures.....	.004372c
Maintenance of equipment.....	.003184c
Power	.005471c
Conducting transportation	.009281c
Injuries and damages and insurance.....	.001708c
Administration expenses	.002517c
Taxes	.003029c
Fixed charges	.013548c
Sinking funds	.001322c
Total	.044432c
Less deficit	.001950c
Average per passenger.....	.042482c

The computation from which chart is made does not include the Terminal Building and stations, or the revenue derived therefrom, or cost of maintenance thereof, or fixed charges thereon, but is based solely upon car earnings.

The apparent deficit shown is in fact overcome by the earnings from interurban cars and the earnings of the Passenger Station and Buildings, car advertising and rentals on real estate adjoining Terminal Building, dismantled barns, etc.

Now, the second chart shows that to the extent this company has prospered, to the extent that its stockholders were able last year to have a dividend declared to them amounting to \$200,000, the necessary revenues were produced from additional sources in which these motormen and conductors have no right to share. The actual result which has enabled the company to pay anything at all to its stockholders and maintain any kind of a sinking fund to keep up this property, has come from the fact that it operates all this additional property; producing revenues in addition to those from car operation. These additional revenues account for its prosperity.

Actual distribution of total earnings, adding to actual revenue from each passenger an arbitrary proportion of earnings from other sources.



Basis Year 1912.

Maintenance of way and structures.....	.004372c
Maintenance of equipment.....	.003184c
Power	.005471c
Conducting transportation	.009281c
Injuries, damages and insurance.....	.001708c
Administration expenses	.002517c
Taxes	.003029c
Fixed charges	.013548c
Sinking funds	.001322c
Balance for construction, dividends, etc.....	.001813c
Total	.046245c

Now I think that is all I wish to say on the subject of capitalization.

CHAIRMAN DUNCAN: Suppose your cars were not running.

MR. LATTI: If the city cars were not running, it would not make a particle of difference to the rental property proper, of the Traction Terminal Building. Of course, if the interurban cars stopped running, it would make a difference. In that connection, before I pass to a direct answer to your Honor's question, there are just two or three things I want to comment on.

It has been stated here by the counsel for this Committee that fifty per cent. of all the wage earners in the United States earn less than \$500 a year. That statement is taken, he said, from the Census Reports. If that statement be true, and I have no reason to doubt it, it should be remembered that no man in the Car Service Department of this Company needs to work for \$500 a year; that the rate is there, and the work is there to produce for him a very considerable sum more than that at and from the very beginning of his employment. Also these wages are so arranged that after a man has been with this Company for five years and more he may earn \$1000 a year, twice as much as the average wage-earner in the United States, according to the figures given by these gentlemen.

I want to call your Honor's attention also to the fact that during the course of this evidence, and in a running comment between Mr. Murphy and Judge Roby, Judge Roby admitted that the true test of the initial wage is the market value of the labor in the open competitive market. I conceive that to be the only test for the initial wage, but I think there is a very different test, your Honors, for the

maximum wage. In my judgment, after a man has been with this company for several years and has progressed through various stages of employment, he is entitled to a greater wage. I do not agree with Judge Roby that his compensation for his experience, and because of his standing and ability as he goes on with this Company, should be confined to some marks on his sleeve. I think after a man has been in the employ of this Company for a number of years, the test should be whether or not the wage is commensurate with the value of the service he renders.

Under present conditions in a large property like this, that test cannot be accurately and absolutely followed, because all tendency nowadays, especially through the influence of unions, is to level the men. So you can say, "John Jones, I think you are a better man than Tom Smith and I will pay you a cent more an hour," although both men may have been with the Company the same length of time. You cannot do that now. You have to strike an average. You must level by some different standard than the one suggested by Judge Roby, but you must have some kind of a level as a practical basis. The ideal situation is to pay every man the actual value of his labor. That is what you ought to do. But in practical operation you have to get at it by some kind of a leveling process as nearly equitable as possible. That is why we have the sliding scale.

As to the men who are in the upper stages of this company's service, I undertake to say the evidence in this case is overwhelmingly to the point that they are receiving a wage commensurate with the value of their services. I based that on the proposition that they have been satisfied with it. These gentleman, as the attorneys for this

committee, produced a few men, two or three, and notably the three members of this committee, and perhaps two or three others, who have been with this company for a number of years, and who are receiving the maximum rate. Not one of those men complained of the amount of his wage, not one. Mr. Brown, Mr. White and Mr. Belch did not complain of the amount of their wage, neither of them. And forty-two of the old men, of the old and tried and seasoned employees of this company, came into this court and told your Honors that the wage is satisfactory and that it is not only satisfactory to them individually, but that it has been satisfactory to the great majority of these men, who before this disturbance were going about their work in the ordinary way, cheerful and without complaint. So we have a wage here in its initial stage which comports with the market rate in this city, and we have a maximum operating wage that is shown by the overwhelming evidence to be satisfactory.

Now, for the direct answer to your Honor's question. It is business of the state, and it is the business of the Public Service Commission as an arm of the state government in dealing with public service corporations, to represent the rate payer. In case of an institution like this, where the rate is fixed, then it is the business of the Public Service Commission to see that the rate payer gets the maximum of service for the rate that is fixed by law. Where the rate is not fixed, it is the business of the state, and it is the business of the Public Service Commission as an arm of the state to see that that institution is economically conducted, so the rate may be reduced for the benefit of the rate payer—the public—and I assert as a proposition which I do not believe can be successfully contradicted, that a public service corporation has no

more right to pay an excessive price for its labor than it has a right to pay an excessive price for iron, or steel, or bricks, or for the salaries of its officers, or for any other purpose. Your Honors would not let this company squander its money in paying high salaries to its officers. It has no right to do so; it must run its business economically; so the rate payers—the public—may get the greatest amount of service for the rate that is paid.

CHAIRMAN DUNCAN: Under no condition would we have jurisdiction over the salaries.

MR. LATTA: You have jurisdiction to make this company conduct its business economically. You would not say perhaps, it should pay so much to one particular man.

CHAIRMAN DUNCAN: We would say that so much would be a reasonable salary, and if the stockholders wanted to pay more, they could cut down the dividends.

MR. LATTA: The general proposition is the one that I am advocating. That was an illustration merely. The public service corporation must pay for what it gets no more than the market rate; no more than is necessary to expend for what it gets in order that the public itself may be benefited from the successful, economical, and proper operation of the property, and get the greatest possible amount of service, and get it as economically as possible.

Now if it be shown in this case, or in any other case, that the corporation is paying a sufficient amount for its labor to attract a sufficient quantity of labor and a satisfactory quality—that is just as important as quantity, a satisfactory quality—and that corporation is engaged in public service, I say that corporation has no right to pay fancy wages and has no right to pay more than the market value or that which is necessary to procure the

labor it should have. Nobody will claim here we have not a sufficient quantity of labor. Men are flocking to this company; ten times as many as we can employ. Nobody will assert we have not the proper quality of labor. We have men with this company that any of us would be proud to be associated with; men in the car service department operating cars here who are a credit to the citizenship of this state and this city. If then this commission comes to the conclusion that this company is paying a sufficient wage to attract to it a proper quantity of labor, and a proper quality of labor, I undertake to say it is against public policy for these wages to be raised; because the public has an interest which is distinctly different from that of any man who gets money from the company as a wage earner, or in any other capacity. The public has a right to see that the company manages its business economically so that it may get as much service as possible, and it has a further right to see that the property is properly conducted so that when the franchise runs out and the question of rates comes up the rates may be reduced if possible for the benefit of the public at large. Does that answer your Honor's question?

CHAIRMAN DUNCAN: It gives your views of it.

MR. LATTI: Before I leave the rate question entirely, Mr. Chairman, I wish to add, without very much comment, that we do not concede that there are any persons interested in this arbitration except the car service men. The contract of November 7th specifies that the men who went out on strike on October 31st, are the persons with whom the negotiation was had. That contract was signed by a committee of car service men alone. Afterwards there was an attempt to bring in the other departments. As far as the other departments are concerned, the evi-

dence shows here, and I think pretty conclusively, that we are paying as much as other people are paying for like service, and we are paying sufficient wages to attract the proper kind of men, and no especial hardship exists in working for this company either in its carpenter shop, repair shop, or in its power house.

I will not go into detail about the wages in that connection. We pay our engineer a little more than other companies pay. We have the same number of hours other companies have, and in the shop we pay for overtime. I have not had called to my attention any special hardship upon any employee in the power house or shops, which calls for any special comment in this argument.

As to conditions; I will not go through the conditions that are called in question here in their order, because my time is getting short. They may be chiefly divided into questions concerning hours and questions concerning runs, which also involve hours.

There has been a complete breakdown upon the part of this committee in its effort to show that it is practical to arrange these runs differently or other than as they are now arranged. They are the result of twenty years' growth in this city. They are designed to meet the particularly conditions which exist on each line, and it is admitted by the witnesses for the committee that it is necessary to conform the runs on each line to conditions on that line. Mr. Thorpe made an offer to show he could devise runs, and I cross examined on this only to a limited extent because his cross examination was stopped when the attorney for the committee announced that he would produce an expert to make these runs; but I cross examined him just far enough to show that he did not understand the conditions, and that is all I had in

mind to show. The schedule which he produced was for some line which he claimed would take three hours to make a round trip. He had the last car out leaving the barn in the morning at 6:10, and an interval between the starting of that car and the return of the first car of two hours, lacking three minutes, during which time there would be no car at all. Not only that, but he had the car which left the barn at 6:22 in the morning relieved at 11:21, and taken up by the succeeding crew at 12:21. Now, if that line is of sufficient length to take three hours to make a round trip, that car would be at the time it is relieved, according to his schedule, one-third of the way back from the end of the line. It would not be at the terminus, or at the further terminus but would be one-third of the way back from the further terminus at the time it would be relieved—11:21—and there would be no crew to take it until 12:21. In other words, it would be standing there blocking the line with nobody to run it.

MR. PAYNE: There is no run of three hours, is there, in this city?

MR. LATTA: No.

MR. PAYNE: None of an hour, is there?

MR. LATTA: There are some runs of an hour. I simply use this as an illustration to show that it will not do for a man who is unfamiliar with these lines to come in here and say, "This is not practicable, you could have 75 per cent. of these runs earlies and lates." He is without knowledge of the conditions. I simply call your Honors' attention to the fact that our evidence is virtually unchallenged.

CHAIRMAN DUNCAN: The more earlies and lates you have the better it is for the company?

MR. LATTA: The more earlies and lates you can have, and carry on schedule, the better it is for the company. It is to the interest of the company. But when you take a line that is multiplied three times over at the rush hours, as is necessary on some lines in this city, it is perfectly evident to a man at first glance you cannot have seventy-five per cent of those runs earlies and lates. I have also introduced in evidence the ordinances of the city to show that schedules have to be approved by the Board of Public Works.

CHAIRMAN DUNCAN: Your time is pretty well up. There are two or three things I would like to hear you talk about. One of the conditions that appeals to me to be a hardship is this continual reporting of the extra men. What is your view in the way of relief on that?

MR. LATTA: My view is there is some hardship connected with it. That it is a hardship which can be utterly eliminated, I doubt. I think it should rest to some extent in the discretion of the barn foremen as it now does, to let the man who works late the night before report late the next day, and not require him to show up early in the morning. That is done to some extent, and I do not see any reason why it should not be largely done. Other men can surely be gotten for that early showup, but as to making a hard and fast rule about reporting, under present conditions I fail to see how it can be done. We must get the cars out, and it is in evidence here it is most difficult to get these men to report. Sometimes a man will telephone in at the very last minute he cannot come on account of sickness of himself or some of his family. He is unable to report, and it is necessary to have a stock of extra men on hand.

CHAIRMAN DUNCAN: My idea would be in the absence

of sickness, failure of a regular man to report ought to be a breach of discipline subject to punishment of some sort.

MR. LATTA: These gentlemen complain we put them on the bench, and that it is a hardship to put them on the bench more than one day.

CHAIRMAN DUNCAN: If you have that kind of a rule that these men must report or have a good excuse for not reporting—of course, no man should be punished if he cannot report on account of sickness.

MR. LATTA: Yes, or illness in his family. My judgment about that is there should be a certain amount of discretion used by the barn foremen. I do not think it is possible to make a hard and fast rule.

CHAIRMAN DUNCAN: What is the objection, if any, to a minimum wage for these extra men who are required to report and don't get work?

MR. LATTA: I do not think there should be a minimum on the day. The Cincinnati Board of Arbitration fixed it by the month; that there should be a minimum wage of \$45.00 a month; that they should make at least \$45.00 a month. These men make more than \$45.00 a month, if they report for work.

CHAIRMAN DUNCAN: If he reports three or four times a day and don't get a run, he would feel ugly about it. I know I would. If they know they are going to get some money for it, that is different.

MR. LATTA: I speak for myself alone when I say it appeals to my sense of justice that there should be a minimum for the month, a guarantee of some kind for the month. I do not think it should be for the day, because that is too narrow a margin. I want to say that I do not especially desire to bind the company by this

statement. I want to speak for myself alone when I say it appeals to my sense of justice there should be for the month some kind of a minimum guarantee for the man who faithfully shows up every day and follows the rule in that respect.

CHAIRMAN DUNCAN: That is one condition you think ought to be corrected?

MR. LATTA: I do not think it is really a hardship, because these men earn as much as they can ask for a guarantee, but I do not think it is inequitable to say there should be some kind of a guarantee.

Is there any other question you want answered?

MR. MCCLURE: I was going to ask you this, whether or not, with reference to the hours, whether or not the rule fixed, what is known as the "Human Endurance" law, would not be a reasonable rule to adopt; that is to say, no person shall be required to be on duty more than sixteen hours without eight hours off for rest?

MR. LATTA: Your Honor, that situation upon its face in this particular case looks much worse than it, in fact, is. A man comes before you and says, "I have to work eighteen hours to get ten hours pay." When we come to investigate, we find it is not that way; that that man has been home asleep a good part of that time.

MR. MCCLURE: That may be true, and is true no doubt, in some of these instances, but in some I notice there is as much as three hours or two hours and a half, or four hours. That time, unless a man is favorably located with reference to his employment, cannot be taken for rest, for such rest as the human system needs and requires.

MR. LATTA: Those cases, your Honor, you will find upon further examination, are such that their runs are completed at the outside in fourteen hours. We have

some runs that go over eighteen hours, spread time, if you count the large intervening time. But we do not have a case where the break is two or three hours in which the run is not completed within fourteen hours. I think I am safe in saying they are all completed in fourteen hours where the break is only two or three hours.

MR. PAYNE: There are several instances here where continuous hours of labor have gone as high as eighteen, and I think one twenty-four.

MR. LATTI: Yes. I haven't the explanation of those particular cases. It has been shown here that men sometimes in emergencies have to work long hours.

CHAIRMAN DUNCAN: That don't appeal to me as a very substantial reason, because I take it in my business, reared on a farm, there came times when we would have to work nearly all day and night, and in the law business your experience has been and so has mine, that sometimes you have to put out the best that is in you. You cannot avoid that. Here is a condition I would like to hear you on.

MR. MCCLURE: A farm does not bear a true analogy to this situation. I know something about the farm myself—I am not particularly bragging about it—but here it is day in and day out, week in and week out all the year around. I am speaking about sixteen hours or something like that, where it is necessary to give attention in order to get in the time they do actually serve?

CHAIRMAN DUNCAN: The other point I would like to hear you on is this: What way have you to suggest by which these men may be entitled upon request, at least, to have an off day. I do not believe any man ought to

be required to work 31 days in February, April and June to make a living.

MR. LATTA: I don't, either.

CHAIRMAN DUNCAN: What is your suggestion? That is one of the things I have made up my mind on there ought to be some provision by which McCarty and these other men may have a rest day.

MR. LATTA: The evidence is, of course, they have a right to ask off when they want off.

CHAIRMAN DUNCAN: There ought to be some provision, if you can work it out—I don't care who works it out.

MR. PAYNE: A plan so each man could get off every other Sunday.

MR. LATTA: I have no doubt that could be arranged. I think Sunday is the hardest day in the whole year to arrange for a man who wants off, especially in the summer.

CHAIRMAN DUNCAN: I am a great believer in a man having an opportunity to go to church once in a while, although I don't work at it very much. I believe it could be arranged that these men could have at least one Sunday in a month and one other rest day.

MR. LATTA: I have no doubt of that.

CHAIRMAN DUNCAN: I wish you would draft something on that order in the platform that would cover that condition, so if they requested it, there should be no question about the right.

MR. LATTA: I think a man should make a request of that kind two days in advance, so a man could be provided to take his place but if a man does not request it two days in advance, it could be assumed by the company he intended to work—something of that sort.

The only other thing in that connection I want to call

your attention to is the testimony of Mr. McCarty himself as to the strenuousness of this work.

If a man did not stop to consider the character of the work, he might think ten or eleven hours, or in some cases twelve hours work of this kind is too much. I would not want to pitch hay twelve hours at a stretch. I don't think anybody else would. Take the evidence of Mr. McCarty as a fair sample of the character of this work. He works a little less than twelve hours each day. He says he makes twenty-three round trips, which is forty-six single trips a day. He said of those trips six trips are heavy trips. His run is fifteen minutes long, takes fifteen minutes from one end to the other, and he said on the heavy trips it took him half of the time working diligently to take up the fares. So it takes him about seven and a half minutes of diligent work, strenuous work, we will say, to take up his fares on six of those trips. That is forty-five minutes a day of really strenuous work. The balance of the time the work is comparatively steady and comparatively light. He has a nice, clean place to work; he meets his fellow-men and he has a chance to converse with them to a limited extent. He is not shut up in a factory hearing a tremendous buzz of machinery, and with no opportunity for mental play; but he is out among his fellows with comparatively light work, except for forty-five minutes a day. That is not such hard work or such a tremendous strain on the human system that the eleven or twelve hours he spends at it is enough to materially injure him. I think his is a sample case; at least that is the only evidence in this case as to the particular manner in which these men spend their time. A motorman, for instance, has no occasion to use his physical strength to amount to any-

thing. He has new and modern appliances; he has a nice, clean place to work where he is not disturbed or interfered with. He is out on the street passing hither and yon, seeing things that suggest matters to his mind that interest him. It is not severe work, so that the hours perhaps, are not as large a factor in this case as they might be in other kinds of work.

Now, there is one other topic, gentlemen, to which I really intended to allot more time than I have for it, and what I say in this connection, I wish to say at the outset is confined strictly to the institution with which I have to deal. I do not want my remarks to be construed as criticisms upon labor organizations generally, or upon the right of men to organize, which is undoubted—one, I think, a valuable right to them, one that ought to be protected and respected—but we have to deal here with the question of whether this commission will marry this company to this particular union.

Now, in the first place, we have objected to its consideration at all upon the ground that it was not within the terms of the contract of November 7th, and evidence has been introduced here to show that there was a great effort upon the part of these gentlemen to have incorporated into that contract something that would amount to a recognition of the union. It was eliminated, and eliminated over their objection, and the contract was signed only by the committee of employees of this company. And it was specifically stated in that contract that all proceedings should be in the name of the committee of employees of this company. That contract said all grievances are to be presented at this time and heard at this time. It is not to be presumed there are any grievances except the

grievances now before this commission. The finding of this commission is to settle all matters in controversy for a period of three years. It is not to be presumed there are to be any additional grievances in which the body of men, as such, are interested within that period of three years. Therefore, it seems to me it is entirely beside the point to say that a contract shall be entered into which shall recognize that there may be grievances, or there will be grievances, to be determined within the period of three years, other than what we have here. We have a contract which is to settle the rights of these parties for three years. Why should we be required to enter into another contract, which will bear upon our relations with our men during that period of three years. We have an arbitration here which is to settle all matters for that three years. Why should we be required to enter into a contract which will provide for another arbitration within that period of three years, covering any matters whatsoever? If there is a contract for any future arbitration, then the results of this arbitration, we might say, could be brought into question in future arbitrations, or at least something which might arise under the conditions which are promulgated by this arbitration could be brought in question under such an arbitration, so it is multiplying arbitration upon arbitration.

Moreover, it is clear we cannot be required to enter into any contract which will extend beyond the three years. It was the purpose of this contract to settle matters for three years and no longer; therefore, we cannot be required to enter into any contract with anybody for any kind of an arbitration which will extend beyond this period of three years. There is no necessity for any contract on any subject within that period of three years. So if this

contract of November 7th amounts to anything at all, it eliminates necessity for another contract.

CHAIRMAN DUNCAN: Assume now that a man was unjustly discharged. What is the remedy?

MR. LATTA: Your Honor I do not understand that we can be required to enter into any contract which shall relate to the specific grievance of any man not in existence at this time. That is not the spirit of this contract at all. This contract relates to common grievances, which relate to our body of men, and when they are settled, all grievances touching our men as a whole are disposed of for a period of three years. I do not understand it is the object of this contract to take up specific grievances of any one man, unless he is refused reinstatement because he was a member of this union at the time the men went back to work. That is provided for. It is provided if any man is refused to be allowed to go back to work, it is his privilege to come before you.

CHAIRMAN DUNCAN: There is a grievance; you won't hear the men. One of the things they want is how subsequent controversies shall be determined. That is the grievance set out here.

MR. LATTA: I concede, your Honor, there may be individual grievances of individual men, which may arise within the three years.

CHAIRMAN DUNCAN: That is one of the things complained of.

MR. LATTA: If I understand your Honor's question, it is confined to that?

CHAIRMAN DUNCAN: Yes.

MR. LATTA: As to the individual grievances of any individual man, your Honors may decide how they shall be dealt with, but that we are compelled to enter into any

contract as to how they shall be dealt with, I question. Your Honors may say if any one man has a grievance, he has the right to go to the superintendent with that grievance, and he may appeal to the president if not satisfied with the decision of the superintendent. He may obtain justice in such a manner as your Honors think is proper for him to obtain justice.

I am speaking about compelling the company to enter into a contract. If I used language which could by any possibility mean that men should not have grievances adjudged and disposed of after your Honor's decision in this case, I want to correct that language. I address myself to the subject of compelling the company to enter into a further contract, and I say as to entering into any further contract, it is absolutely unnecessary and uncalled for, because the decision of your Honors upon the contract we have, will provide how the grievances of any individual man shall be redressed during that period of three years. So, it is not necessary for this company to enter into a contract to redress those grievances. It must redress them under the decision of this board of arbitration in the manner your Honors say they shall be redressed. Have I made myself clear?

CHAIRMAN DUNCAN: That was my idea of it all the time.

MR. LATTA: I intended to confine my remarks to the question of entering into a new and subsequent contract, and to say that this company ought not to be required—it was never intended it should be required to enter into any other contract than the contract of November 7th.

It would be inequitable to compel this company to enter into a contract with this particular association, and in that connection I want to briefly sketch its character,

its operations and the situation upon which it operated in the City of Indianapolis.

Its character is indicated by the report of its general board as to its method of operation, in these words: "The wonderful success of the association in strikes and lockouts may be attributed in no small degree to her formidable defense resources. Street and electric railway managements have become aware of the fact that the association is in a position to make strikes and lockouts expensive by her extensive opportunity to continue struggles to the point where financial loss to the employing company will be greater than the additional expense of meeting reasonable demands of an organized body of men."

Now, with that as its bill of rights, its constitution, it sends its representatives to the City of Indianapolis, and what was the situation in the City of Indianapolis at that time? The situation was that for twenty years we have had here industrial peace as far as this company is concerned.

Fifty-five men, as fine men as ever stepped into this senate chamber, have told you that there did not exist any grievance upon the part of this body of men against their company. The superintendent has come up from the ranks, the assistant superintendent has come up from the ranks, and all the barn foremen have come up from the ranks; and it was John, and Jim, and Joe, and they were all working together in the management of this company without friction, without hard feeling, without distrust.

They have tried to make out that somebody connected with this company sent for these men. The evidence is absolutely to the contrary.

On the 18th of August Mr. Mahon telegraphed to Rezin

Orr at the Denison Hotel in Indianapolis and said, "Thorpe and Shea have been instructed to report to you at once."

Mr. Thorpe said he was telegraphed for.

The next morning Mr. Rezin Orr received a telegram from Mr. Thorpe, saying he was leaving Pittsburg at 9:15.

The next day, on August 20th, Mr. Orr and Mr. Thorpe sent a cipher telegram to Mr. Mahon, the meaning of which we do not know, but the meaning of which may be very readily guessed, "Division Six Party Two Indianapolis Five Seventeen Twelve."

On that very day Mahon telegraphed Rezin Orr and said, "Your telegram received and have wired the board. If immediate action is necessary I assure you of their support."

On the 23rd Mr. Mahon telegraphed to Rezin Orr and said, "You have the sanction of the Board."

Now, they continued their operations. There is not a word there, there is not a word anywhere in any of these telegrams from beginning to end that labor conditions in Indianapolis, so far as the street railway company is concerned were improper. There is not anything about oppressed employees, about long hours, about poor pay, about grinding down upon the part of the employer—nothing.

They were simply organizing a union.

Nothing more is said until the 20th of the next month. "Company discharging men for membership, would ask endorsement to suspend work."

On the 12th of September, Mr. Beatty telegraphed to Mr. Mahon, and said, "Send representative to Indianapolis at once."

On the next day Mr. Gorman was telegraphed to by Mr Thorpe, and said, "Telegram received. You know condition. Come. Will take up expense with National Board."

On the next day Mahon telegraphed Fitzgerald, "Look the situation over, if you need men possibly you can engage three or four from the trades there."

On the next day Mahon telegraphed Thorpe and said, "Continue your work there with circulars until you hear from me, best not call a meeting yet."

On the 28th day of September, Mr. Fox and others telegraphed Frank Morrison, Secretary of the American Federation of Labor, "We are now confronted with the work of organizing all labor connected with the street railway in Indianapolis, Terre Haute, Fort Wayne, and other Indiana cities. It is beyond our power to cover the field, so we appeal to you to send immediately two organizers to assist us."

As to this night letter, Mr. Morrison telegraphed to Mr. Mahon, and said, "Your night letter received yesterday, and have delayed answering until could give definite answer. Will place one or more organizers in field to assist you. Wire me when you want them to start in."

Mr. Mahon then telegraphed on the 2nd of October to Mr. Thorpe and said, "Have wire from Morrison that he is sending man today."

Now, on the 12th of October—remember he had been here from the 18th day of August—on the 12th of October Mahon said in a telegram to Thorpe, "Have received instruction from Samuel Gompers, President American Federation of Labor that there be no radical action taken until Secretary Wilson of the U. S. Government can get there and make an investigation. You will advise com-

mittees of Central body and carry out these instructions."

On the 16th of October—here is the most significant telegram of all—on the 16th of October, A. S. Lowry telegraphed to William D. Mahon: "As chairman of special committee of Central Labor Union, speaking personally, I feel organized labor will back you morally and financially to a successful finish and will carry out any instructions you may give. We must assert and maintain the right to have these car men organized. Immediate action necessary.

A. S. Lowry."

"We will back you in any instructions you may give; we must assert the right to have these car men organized."

Now, does that show, gentlemen, these men were groaning under their wrongs; wrongs that needed redress?—No, not by any means. It shows that Thorpe had been going as he said he had been going, from meeting to meeting in this city, addressing all labor organizations in this city, getting together his gang, and that Mr. Lowry was telegraphing to Mahon that, "We will back you, we will follow the instructions that you give; we will riot; we will break up property; we will throw Indianapolis into a reign of terror."

"We assert the right to have these car men organized whether they want to be organized or not, whether they have grievances or not. It is our right to have them organized."

That is the situation, gentlemen, on the 16th day of October. Now, that very day, Mr. Thorpe telegraphed to Mr. Mahon and said, "Will you give me authority to suspend work here. Situation needs immediate action. Answer."

Do you remember what was happening in Indianapolis on that day? The evidence shows they had a meeting, I think at Germania Hall. After that meeting in the evening the streets were full of these people, rioting, marching, throwing rocks and bricks through the ticket booth at Illinois and Washington street, and injuring the ticket man, beyond the control of the police, marching down and assaulting the Louisiana street barn, and carrying on such a riot there, that before that night was over a man was shot. That is the day Mr. Thorpe asked authority to suspend work, because he felt himself strong enough—as they say in the body of their constitution—he felt himself strong enough to come into the City of Indianapolis, and make it so expensive for this company that it would be compelled to yield to his demands. All for the privilege, gentlemen, of having these men organized whether they willed it or not.

Well, they did not call the strike. Why did they not call it? Mahon telegraphed back and said, “You understand the instructions of President Gompers requesting that there be no suspension there until the government made its investigation as you and the central body had requested I have promised him that that will be carried out with demand that you carry out the instructions of the association.”

Mahon, in other words, to fulfill his promise to President Gompers did not give the right to suspend work, and therefore the proceedings of that day ended with rioting on Washington street, with the destruction of the ticket booth, and the assaulting of the Louisiana street barns, and the killing of a man. They were all ready.

There are a large number of these telegrams; how they

tied up the cars; how they called the men out when the time came, and they felt strong enough to bring this company to their feet; how they tried to call out all the men in Indiana everywhere, and how all the men in Indiana did not go out. Why? Because they had no organization.

Why, gentlemen, it has been asserted here by these men that they had several hundred men in their union at that time. I have examined into the evidence in this case, and of all the men who have testified here in behalf of this committee, eleven men only said that they were members of the union at the time that strike was called. They themselves called as witnesses man after man that did not know there was to be a strike, and never knew it until he reported for work the next day, was not a member of the union, never was approached on the subject of being a member of the union. Eleven men, and eleven men only who have appeared here as witnesses out of over one hundred men who have testified, were members of that union at the time the strike was called, and more than half those men were not employed by the company, and some of them had not been for three months before.

Then what was done? They had another mass meeting. They sent a demand by two men to Mr. Todd, requiring him to answer upon a proposition that involved the expenditure by this company of over six hundred thousand dollars a year; to answer by noon the next day. They did not make that demand in good faith. No business man would decide a matter of that magnitude on such notice. They never intended or expected he would make any answer to it in that time. They had their strike call in the hands of the printer at noon of that day, while Mr. Todd still had the right to make his answer. They suspended

work. They had a mass meeting that night. They boiled out of that mass meeting on the streets of Indianapolis, men like this little iron worker that appeared here to testify in rebuttal, and thus terrorized the loyal employees of this company, and drove them from their cars. In spite of the rioting and destruction of property that occurred that night, in spite of the assaults, in spite of the fact that men were dragged off their cars, the next morning the loyal employees of this company reported for work, and 63 cars went on their regular runs.

Does that indicate, gentlemen, that these men were moaning and groaning under grievances that had not been redressed?

Just think of a man like Tom Mulrey who has been with this company 25 years, and raised a family of children and given them high school educations, although he himself only went as far as the third reader. He saved his money and lived an honorable life in this community. He was assaulted by these men, bricks were thrown through his car, and glass showered down over his face; he was compelled to complete his run that night with blood streaming down his face, and his eye filled with the shattered pieces of glass that had entered it.

Think of Jim Finneron, who has been with this company for thirty years. He is an ignorant man, but he is an honest man. He has saved his money and accumulated a competency, has held an honorable position, and was respected by his employer. When he tried to run his car on that day they stopped him and broke in the vestibule of that car, and cut his head, and he was taken into the Louisiana street barn with the blood streaming down over his face and clothes.

Sixty-three cars in operation, gentlemen, and Judge Roby

says that the 42 men that came here out of the car service of this company, and told you they had no grievances, that they were satisfied, that everything was going along smoothly, those men are not to be believed.

Now do you wonder that this company refuses, and has refused, and is contending here that under no consideration or circumstance could it be compelled to enter into a contract with this concern?

I have only to read the language of the Federal Court in the case of the United States against Hagerty, 116 Federal Reporter, Page 515, to show how conduct such as this is regarded by the judges of this country, in the light of our laws.

"It is not my purpose to enter into any lengthy discussion of the remedies by injunction other than to state what seems to me to be the well settled rule of law in its application to strikes—that the power of the court may be invoked to restrain and inhibit a combination which is formed to induce employes who are not dissatisfied with the terms of their employment to strike for the purpose of inflicting injury and damage upon the employers. In the case we have under consideration the bill alleges that there is a combination of persons who are known as 'organizers,' agitators' and 'walking delegates,' who come from other states for the purpose of inducing a strike in the soft coal fields of the state of West Virginia; that their object and purpose is to induce persons who are not dissatisfied with the terms of their employment, and who are not asking any increase in their wages, to cease work for their employers, thereby inflicting great damage and injury upon them. It is to be observed that a very large portion of the miners in the employ of the Clarksburg Fuel Company do not want, in the language of one of the agitators, who is enjoined, 'To lay down their picks and shovels and quit work.' I do not

question the right of the employes of this company to quit work at any time they desire to do so, unless there is a contractual relation between them and the employer which should control their right to quit. At the same time I do not recognize the right of an employer to coerce the employes to continue their work when they desire to quit. But can it be said that where a conspiracy exists to control the employes, as in this instance, either by threats, intimidation, or a resort to any other modes usually accompanying the action of strikers, that such action upon their part is not only illegal, but a malicious and illegal interference with the employer's business? The question is its best answer. While I recognize the right for all laborers to combine for the purpose of protecting all their lawful rights, I do not recognize the right of laborers to conspire together to compel employes who are not dissatisfied with their work in the mines to lay down their picks and shovels and to quit their work, without a just or proper reason therefor, merely to gratify a professional set of 'agitators, organizers, and walking delegates' who roam all over the country as agents for some combination, who are vampires that live and fatten on the honest labor of the coal miners of the country, and who are busy-bodies creating dissatisfaction amongst a class of people who are quiet, well disposed, and who do not want to be disturbed by the unceasing agitation of this class of people. In the case we have under consideration these defendants are known as professional agitators, organizers, and walking delegates. They have nothing in common with the people who are employed in the mines of the Clarksburg Fuel Company. The evidence in this case shows that their only object and purpose is to get the people who are in the employment of the Clarksburg Fuel Company to go out upon a strike, as it is termed, for the purpose of compelling the owners of the mines to advance an increase in their wages. It discloses that the miners in the Pinnickinnick

mines are making an average of \$4 a day in excess of their legitimate expenses, many of whom have worked in foreign countries for less than a half a dollar a day. The defendants in this case are not laborers in the mines, and have no connection with them whatever. Their mission here is to foment trouble, create dissatisfaction among the employes in coal mines, producing strikes, which tends greatly to damage and injure the business of the employers. In this case there is no dissatisfaction among the larger number of the miners. Only a small part of them have quit the mines from fear of intimidation threats, and violence, but those remaining in the mines say they will quit work unless they are protected against the threats of these agitators and organizers. The strong arm of the court of equity is invoked in this case, not to suppress the right of free speech, but to restrain and inhibit these defendants, whose only purpose is to bring about strikes, by trying to coerce people who are not dissatisfied with the terms of their employment, which results in inflicting injury and damage to their employers, as well as the employes.

"It is apparent that, if these agitators are permitted to interfere with the orderly, well-disposed miners who are anxious to work, and contented with the wages they receive, in the end this contented class of miners would, through fear, intimidation, as well as threats, be induced to throw down their shovels and picks, and cease to work in the mines, whereby the Clarksburg Fuel Company would be greatly damaged. Not only would it be greatly damaged, but it would be prevented from fulfilling its contracts for the future delivery of the product of its mines. The right of a citizen to labor for wages that he is satisfied with is a right protected by law, and is entitled to the same protection as free speech, and should be better protected than the abuse of free speech, in which the organizers and agitators indulge in trying to produce strikes."

Now, they did that. The evidence shows that even when the city government was paralyzed; when the county government was paralyzed; and when the streets of the City of Indianapolis were littered with the debris from these cars, this company stood firm upon its right that it would not contract with these men. It had no objection to meeting its employees; it had never failed to meet its employees. Man after man has come here and told you Mr. Mahoney treated him as a gentleman. It did not then refuse to meet its employees, but it did refuse to meet this unlawful aggregation, who purposed to inflict itself upon this company and upon these people by force and intimidation.

Now, as a result of all that, what do they desire to accomplish? They desire to restrict the right of this company to run its business. They desire every time a man is discharged to proceed upon the assumption that the official discharging him is corrupt and crooked, and he has discharged him with some ulterior motive. They say, "You must show us he is properly discharged or we will take it to arbitration." They say if it is necessary to reduce the force of these men 25 per cent.—in answer to a question from the bench, they say, "We will dictate who shall be discharged."

They want a closed shop, although it has been stated time and time again by the highest courts in this country that a closed shop is contrary to public policy. They want to say union men, and union men alone shall work; and that no other men shall work for this company, or be employed. They want, in other words, to enter into joint operation of this property with this company. A condition which will create constant friction. What has been the result so far? You have seen men come here and

show the greatest feeling against this company and its officers; stirring up hatred between this company and its employes; making constant trouble. As Mr. Mahoney said, it is friction, friction, friction, all the time, where before there was industrial peace. That is what they desire to do, and they desire you men to say we must enter into a contract with them in order that they may do that to us.

Now, gentlemen, I said to Mr. McNamee, "Is a strike according to your philosophy entitled to succeed, if it can only succeed by force, intimidation, and the destruction of property?" He answered, "No." It is inequitable that any strike should succeed where, by its own force, and by the wrongs which are behind it and produce it, it cannot succeed. This strike could not succeed. Why this strike would not have amounted to a picayune; these men desired to work; they were ready and willing to work; they stood by the company on their jobs, and this strike would not have amounted to anything, it would have passed off like a breath, except for the violence and intimidation that was used. Should these men receive the benefits? Should they be rewarded when not having a cause that they could adequately present by peaceable methods—when they could not succeed without violating the law?—they nevertheless violated the law so they could succeed? Is that equity? It is an equitable principle, gentlemen, that is grounded in the very foundations of our government, that he who seeks equity must do equity. Is it equity to inflict a damage on this company of perhaps one hundred thousand dollars, to prevent its carrying forward its business, to disrupt its organization when the demand for that interruption does not come from the men themselves, but is forced upon them by outside influences; when in order to

make the strike succeed men have to be driven from their cars, and a tremendous crowd of hoodlums have to be gathered; if illegality has to preside over the whole matter—is it equity that they should succeed and be rewarded in this case? If so, it is no longer an equitable principle that he who desires equity should do equity.

Now in conclusion, I wish to thank you, gentlemen, very sincerely, for the attention you have given my client and myself in this case, and for the very great patience with which you have listened to this argument. And to express my absolute, unqualified belief that what you do you will do from a supreme sense of right. I wish to say that if it shall be the judgment of the members of this Commission, that they can properly announce an opinion setting forth the processes of reasoning by which they arrive at their conclusion, and the underlying principles which should govern in a case of this kind, I believe it would be the greatest step forward we have taken in arbitration proceedings in the United States up to the present time. Here is an absolutely impartial Commission, an arm of the Government. We have heretofore received from other commissions which may have deliberated in various parts of the United States no inkling of the principles which governed their respective decisions. We are, in my opinion, at the very beginning in some form or another of legalized arbitration, which will blot out from our history all excuse for a repetition of such a strike as this. Men will be ready and willing to fly to arbitration if they may know what their rights are, and may know the principles upon which their rights are to be determined. Men will not resort to force and arms if they have any reasonable assurance that there are principles underlying arbitration which will be observed in the hear-

ing of such cases, and John Marshall himself had no greater opportunity for the exploitation of his wonderful ability, and his commanding integrity, than you gentlemen have in announcing to the world the rules and principles which should govern decisions in arbitration cases. If you shall see fit in your pleasure to do this I believe you will have siezed an opportunity to enshrine yourselves in the hearts of a grateful people.

I thank you.

APPENDIX

Containing certain items of evidence which could not be fully commented on in the time agreed upon for argument.

Under this contract the arbitration was held:

PROPOSITION.

1. That the Indianapolis Traction and Terminal Company agrees that all men who went out on the strike declared October 31, 1913, shall return to work with full seniority rights and without prejudice and all men who were discharged on account of becoming members of a labor organization or contemplating the same be reinstated without prejudice, but the company shall not be required to reinstate any employe who has taken part in acts of violence against its property. Any employe whose reinstatement is refused shall have the right to be heard by the Public Service Commission of Indiana and if its decision is in his favor shall be reinstated.

2. That all grievances of every kind and character as to wages and conditions shall within five days from the resumption of the service by the Company be presented to and taken up by the Company, and if not satisfactorily adjusted within ten (10) days thereafter shall be referred to the Public Service Commission of the State of Indiana for final decision. All members of the Commission shall sit upon hearing and participate in decision. Said decision to be for a period of three years and to be binding upon all parties thereto.

3. This tentative agreement shall be signed by a com-

mittee of the Employes of the Traction and Terminal Company, and by Mr. Ethelbert Stewart, as a representative of the United States Government, and Hon. Samuel M. Ralston, Governor of the State of Indiana, and the proper officials of the Traction and Terminal Company.

4. That all men shall return to work within a period of twelve (12) hours from the time of signing this agreement under the conditions formerly obtaining in their employment and there shall be no further interference with the operation of any cars on the lines of the Traction and Terminal Company, or with any property or employe of said Company.

5. Said Public Service Commission, if the matter be referred to them, shall take up and hear evidence of all parties interested on said grievances as to wages, hours and conditions, and service, and render decision concerning same within a period of thirty (30) days from the first date of meeting. Said decision in effect to relate back to the time of resumption of work.

6. The above mentioned adjustment and arbitration shall proceed only in the name of the Committee of Employes.

.....)
) Committee of Employes of
) Indianapolis Traction and
) Terminal Company.
)

.....
 Representative of the United States Gov't.

.....
 Governor of the State of Indiana.

INDIANAPOLIS TRACTION AND
 TERMINAL COMPANY.

By *Digitized by Microsoft®* President.

It is also agreed that any employe who asks to be reinstated and is refused reinstatement but is returned by decision of the Public Utilities Commission shall receive pay from the date of first application for work.

THESE GRIEVANCES WERE TRIED BY THE COM-
MISSION WITH THE COMPANY'S ANSWER
TO EACH SEPARATELY.

First: Your employes express a grievance against the company in that the grievances of the employes, at present and those that may develop to them in the future are not permitted to be taken up with the duly constituted officials of the Company for adjustment by a committee recognized as a duly authorized committee of the Employes' Association as chosen or elected by said Association. Your employes request that a condition of employment be agreed upon by which said grievance may be adjusted.

1. As to the first grievance presented:
 - (a) The respondent objects to the presentation or consideration of this grievance for each of the following reasons:
 - (1) That the same is not within the scope of the contract of November 7, 1913, and is not one of the matters to be submitted to arbitration.
 - (2) That the same is not within the jurisdiction of the Indiana Public Service Commission under said contract of November 7, 1913.
 - (b) And the said respondent declines to accede to the said grievance for the reason that the said contract of November 7, 1913, and this arbitration thereupon constitutes an adjudication and adjustment of all grievances which have or may arise within a period of three years, and that this respondent cannot be required to enter into any contract extending beyond said time or having the effect of abrogating said contract of November 7, 1913.

Second: Your employes express grievance against the Company, in that not 75% of the runs on the schedules are earlies and lates, completed within eleven consecutive hours; that all swing runs are not completed within fourteen consecutive hours; that all runs are working less than

nine hours do not pay nine hours time; that time and one-half is not paid for all time worked in excess of the daily schedules. The employees ask that a condition of employment be established by the Company that will accord to employees the conditions against which grievances are registered in this paragraph.

2. As to the second grievance:

- (a) The respondent sates that it is not practicable in the operation of the respondent's road to furnish the service required to accomodate the public in the City of Indianapolis upon a schedule providing that seventy-five per cent. of the runs shall be earlies and lates, or that they shall be completed within eleven consecutive hours, or providing for the completion of swing runs within fourteen consecutive hours.

And respondent declines to accede to the demand that time and one-half shall be paid for all time work in excess of daily schedules, and that all runs working less than nine hours shall be paid nine hours' time.

Third: Your employees here file a grievance that all night, or owl cars working less than eight hours are not paid for nine hours time and that to receive nine hours pay for such service they must work the full nine hours. They ask that this grievance be adjusted by providing a condition of employment upon night cars by which not to exceed eight hours service shall be required on night cars, to be paid at the rate of nine hours time. Upon this subject a further grievance is expressed against men of this service being required to work extra runs or trippers.

3. As to the third grievance:

- (a) Your respondent says that there is no foundation for said grievance; that in fact all owl cars operated by said respondent, and all crews operating such cars, operate for more than eight hours, and that there is no run upon owl cars which operates less than nine hours.

And your respondent further says that men running

owl cars are not required to work extra runs or trippers.

Fourth: The employes here file a grievance in that they are not paid thirty-two cents per hour for work as motor-men and conductors upon city line cars and 35 cents per hour upon interurban and suburban line cars; that air brakemen are not paid 45 cents per hour; that helpers in the air department are not paid 30 cents per hour; that carpenters are not paid 50 cents per hour; that carpenters' helpers are not paid 30 cents per hour; that in the paint shop department strippers and sign painters are not paid 50 cents per hour, surface hands, coaters and finishers are not paid 40 cents per hour and that rough painters are not paid 30 cents per hour; that head pitmen are not paid 40 cents per hour and pitmen's helpers are not paid 35 cents per hour; that armature winders are not paid 45 cents per hour; that shop wiremen are not paid 40 cents per hour; that car wiremen and controller men are not paid 40 cents per hour and that apprentices are not paid 30 cents per hour; that in the car cleaning and sweepers' work the head car washer is not paid 35 cents per hour, helpers are not paid 30 cents per hour, that flagmen are not paid 28 cents per hour and sand dryers are not paid 30 cents per hour; that in the car inspecting department the head inspector is not paid 45 cents per hour; head pitman and tap work men are not paid 35 cents per hour and helpers are not paid 30 cents per hour; that employes specified in this paragraph are not paid time and one-half for all Sunday work and time and one-half for over time up to twelve o'clock, p. m., and double time after 12 o'clock p. m., until 7 o'clock a. m. The employes request an adjustment of the grievances enumerated in this paragraph and ask that a condition of wage rates be established that will be acceptable. The employes further set forth as a grievance that tinners are not being paid 40 cents per hour and tinners' helpers are not receiving 30 cents per hour; that blacksmiths are not being paid 40 cents per hour for first fire, 35 cents for second fire and 27½ cents per hour for third fire for the first six months of service and 30 cents per hour thereafter so long as they remain on the third

fire and that 27½ cents per hour is not being paid to blacksmiths' helpers; that 45 cents per hour is not paid to steam fitters and 35 cents per hour is not being paid to steam fitters' helpers; that acetalene welders are not paid 60 cents per hour; that 30 cents per hour is not paid to drill pressmen and 40 cents per hour is not being paid to other employes of the machine shop department; that in the power house engineers are not paid 40 cents per hour, head firemen, boiler washers and allround men are not being paid 35 cents per hour, firemen's helpers, turbine men, dynamo tenders, switchboard men, flue-blowers' assistant and ash and coal shovelers are not paid 30 cents per hour and oilers are not paid 25 cents per hour and that the service day is not 8 hours only, for all power house employes; that car wiremen of the shop department are not receiving 30 cents per hour; that stock room men are not receiving 30 cents per hour; that trolley bench, bearing men and pavers and rammers are not receiving pay at 35 cents per hour; that wreck car helpers are not paid 32 cents per hour; that track men and pavers' helpers are not paid 30 cents per hour; that ten hours does not constitute the service day in the classes of employment herein mentioned, except power house men; that time worked in excess of the service day is not paid at the rate of time and one-half.

4. In answer to the fourth grievance:
 - (a) Your respondent objects to any consideration of the wages of interurban and suburban line men, for the reason that no such cars are operated by this Company.
 - (b) Your respondent objects to any consideration of the wages of shop men, power house men and track men, for the reason that it was not intended that said contract of November 7, 1913, should apply to this class of employment, but it was intended only that it should apply to men engaged in train service.
 - (c) Your respondent, for answer to so much of said grievance as relates to the wages of car service men, says that since June 1, 1913, and at all times thereafter this company has maintained a schedule of

wages applicable to men engaged in car service upon the following basis :

Men employed 1 year or less	20 cents per hour
Men employed more than 1 year and less than 2	21 cents per hour
Men employed more than 2 years and less than 3	22 cents per hour
Men employed more than 3 years and less than 4	23 cents per hour
Men employed more than 4 years and less than 5	24 cents per hour
Men employed 5 years and over..	25 cents per hour

That the foregoing rates of wages are reasonable, fair and just; that this company has at all times been able to procure labor in this department for the rate of wage above stated, and at all times has had application for employment from more men than it could employ; that no previous knowledge or skill is required in the operation of said cars, and the rate of wages paid by this company is as high as other employers in Indianapolis are paying for men of the same degree of skill and ability and in avenues of employment where the same degree of physical and mental effort is required; that this company has voluntarily increased the wages of its men engaged in car service from time to time during the past four years to such an extent that the men in short terms of service have had an increase in wages amounting to about eleven per cent., while those terms of service which have been longer have made an increase of practically twenty per cent. in four years, and that on and before the thirty-first day of October, 1913, car service men in the employ of this company were satisfied with the rate of wage paid and the working conditions, and there did not at that time exist and had not existed for several years prior thereto any dispute or grievances whatever. That about four months prior to the said thirty-first day of October, 1913, outside labor agitators, seeking to gain for themselves financial advantage, had been attempting to foment dissatisfaction among the employees of this company, and did on

or about November 1, 1913, declare a strike, and through violent and unlawful means drag and beat the employes of this company from their cars, intimidate them, and, by threats and personal violence, prevent them from operating the cars of this company, and produced a condition of riot and anarchy in the streets of Indianapolis and the suspension of street car service, such persons pretending and holding themselves out to represent the employes of this company, and claiming that grievances existed, whereas in truth and in fact no such grievances did exist, and the employes of this company engaged in car service did not desire to quit the company's service, and in truth and in fact were satisfied with the rate of wage which they were receiving.

- (d) As to so much of said grievance as relates to the wages of barn employes your respondent says, since June 1, 1913, this company has maintained a rate of wage for this class of employes according to the following schedule:

WAGES OF BARN EMPLOYES OF THE INDIANAPOLIS TRACTION AND TERMINAL COMPANY

<i>Employment</i>	<i>No.</i>	<i>Hours</i>	<i>Amount</i>
Foreman	9	84 per wk.	\$19.50 per wk.
Foremen	1	84 per wk.	18.50 per wk.
Foremen	2	84 per wk.	17.50 per wk.
Asst. Foremen	2	84 per wk.	15.00 per wk.
Car Shifters	1	84 per wk.	15.00 per wk.
Car Shifters	1	84 per wk.	.23 per hr.
Car Shifters	3	84 per wk.	.20 per hr.
Car Shifters	3	84 per wk.	.17 per hr.
Car Shifters	1	84 per wk.	.16 2-3 per hr.
Car Shifters	5	84 per wk.	.15 per hr.
Car Shifters	1	84 per wk.	.17½ per hr.
Relief Car Men	1	84 per wk.	.20 per hr.
Relief Car Men	2	84 per wk.	.17½ per hr.
Sweepers	12	84 per wk.	.15 per hr.
Watchmen	2	84 per wk.	.15 per hr.
Janitor	2	70 per wk.	.15 per hr.
Reading Statements	1	84 per wk.	.15 per hr.

<i>Employment</i>	<i>No.</i>	<i>Hours</i>	<i>Amount</i>
Insp. (Rd. Officers)	1	84 per wk.	23.10 per wk
Insp. (Rd. Officers)	3	84 per wk.	21.15 per wk.
Insp. (Rd. Officers)	5	84 per wk.	20.00 per wk.
Ticket Sellers	1 60	per week	\$17.50
Ticket Sellers	1 35	per week	11.55
Flagman	5 63	per week	.12 $\frac{1}{2}$ per hour
Flagman	1 70	per week	.15 per hour
Flagman	2 84	per week	.25 per hour
Switchboys	6 66	per week	.10 20-33 per hour

That said rate of wage is reasonable compensation for the services rendered and is and has been sufficient to enable this company to obtain all the help required, and to attract applications from more persons than could be given employment, and is the current rate of wage for like service requiring like application of skill and ability in the City of Indianapolis, and is fair, just and reasonable.

- (c) As to so much of said grievance No. 4 as relates to the wages of shop employes, your respondent makes answer that since June 1, 1913, this company has maintained the following wage scale applicable to this class of labor:

LIST OF SHOP EMPLOYEES—INDIANAPOLIS TRACTION AND TERMINAL COMPANY.

Carpenter Department.

1	Foreman	\$25.00	per week
1	Asst. Foreman	19.50	per week
1	Pattern Maker	.35	per hour
2	Machine Hands	.30	per hour
8	1st Class Carpenters	.27 $\frac{1}{2}$	per hour
30	2nd Class Carpenters	.25	per hour
2	3rd Class Carpenters	.22 $\frac{1}{2}$	per hour
2	Carpenter's Helpers	.20	per hour
5	Laborers	.17 $\frac{1}{2}$	per hour

Total 50

Car Inspectors.

1	Chief Inspector	100.00	per month
1	Clerk	40.00	per month
3	Insp. (Head Barn Insp.)	.27½	per hour
8	Insp. (Above 5 yrs.)	.25	per hour
2	Insp. (4 yrs. to 5 yrs.)	.24	per hour
3	Insp. (3 yrs. to 4 yrs.)	.23	per hour
5	Insp. (Car Shifters)	.22½	per hour
1	Insp. (2 yrs. to 3 yrs.)	.22	per hour
5	Insp. (1 yr. to 2 yrs.)	.21	per hour
1	Insp. (6 mo. to 1 yr.)	.20	per hour
14	Insp. (0 to 6 mo.)	.19	per hour
Total	44	(Maximum rate for 12 hr. men	.22½ per hour

Car Washers in Paint Shop.

3	Car Washers	.20	per hour
20	Car Washers	.17½	per hour
Total	23		

Paint Shop.

1	Foreman	25.00	per week
1	Asst. Foreman	18.00	per week
5	1st Class Painters	.27½	per hour
12	2nd Class Painters	.25	per hour
9	3rd Class Painters	.22½	per hour
1	Car Washer	.20	per hour
7	Car Washers	.17½	per hour
Total	36		

Repair Shop.

1	Foreman	115.00	per month
1	Clerk	13.65	per week

(Armature Dept.)

1	Foreman	18.00	per week
3	Winders	.25	per hour
1	Winder	.22½	per hour
2	Winders	.20	per hour
3	Banders	.17½	per hour
3	Tapers	.15	per hour
1	Taper	.10	per hour

(Controller Dept.)

1	Foreman	16.50	per week
2	Controller repairmen (1st Class)	.25	per hour

(Wiring Dept.)

1	Foreman	16.50	per week
1	Wireman (1st Class)	.25	per hour
1	Wireman (2nd Class)	.22½	per hour
3	Wireman Helpers (1st Class)	.20	per hour
3	Wireman Helpers (2nd Class)	.19	per hour
1	Wireman Helper (3rd Class)	.17½	per hour

(Machine Dept.)

1	Section Foreman	19.50	per week
3	Machinists (2nd Class) ...	.27½	per hour
3	Machinists (3rd Class) ...	.25	per hour
1	Machinist Helper (1st Class)	.22½	per hour
4	Machinist Helpers (2nd Class)	.20	per hour
1	Tool Room Clerk	.17½	per hour
2	Machinist Helpers	.17½	per hour

(Tin Dept.)

1	Tinner (1st Class)	.30	per hour
1	Tinner Helper	.22½	per hour
1	Tinner Helper	.17½	per hour

(Blacksmith Dept.)

1	Section Foreman	.35	per hour
1	1st Class Blacksmith	.30	per hour
1	1st Class Helper	.22½	per hour
3	Experienced Helpers	.20	per hour

 Total 53

(Truck Dept.)

1	Section Foreman	.27½	per hour
5	Pit Men (Above 4 yrs.)	.25	per hour
1	Pit Man (3 yrs. to 4 yrs.)	.24	per hour
1	Pit Man (2 yrs. to 3 yrs.)	.23	per hour
1	Pit Man (1 yr. to 2 yrs.)	.22	per hour
1	Pit Man Helper (Above 1 yr.)	.20	per hour
9	Pit Men (0 to 1 yr.)	.19	per hour

(Air Brake Dept.)

1	Section Foreman	.27½	per hour
1	Repairman (1st Class)	.25	per hour
2	Repairman Helpers (1st Class)	.20	per hour

(Piping Dept.)

1	Section Foreman	.27½	per hour
1	Pipe Helper (1st Class)	.20	per hour
1	Pipe Helper (2nd Class)	.19	per hour

(Miscellaneous.)

1	Welder	.27½	per hour
1	Trolley Man	.20	per hour
4	Laborers	.17½	per hour
1	Laborer	.15	per hour

Total 33

Time and half for overtime. Straight time for Sundays or Holidays. Day to be 10 hours except Saturday which is 9 hours but paid for 10 hours.

The scale for car washers and inspectors went into effect November 1st, 1913.

That said rate of wage has been sufficient to procure all the labor required in this branch of this company's affairs and to attract applications from a large number of persons who could not be employed, and is as high rate of wage as is ordinarily paid in the City of Indianapolis for service requiring the same knowledge, skill, ability and application and is fair, just and reasonable.

- (f) As to so much of said grievance No. 4 as relates to the wages of power station employes, this company makes answer that it has since June 1, 1913,, maintained the following scale of wages:

POWER STATION SCALE OF WAGES.

<i>No.</i>	<i>Title</i>	<i>No. of Hours</i>	<i>Amount</i>	
1	Chief Operating			
	Engr. 10	hrs. per day	\$28.85	per wk.
2	Engineers 11 & 13	hrs. per day	.25	per hr.
2	Turbine Men 12	hrs. per day	.20	per hr.
1	Oiler 12	hrs. per day	.20	per hr.
2	Oilers 12	hrs. per day	.19	per hr.
2	Water Tenders 11 & 13	hrs. per day	.25	per hr.
6	Firemen 11 & 13	hrs. per day	.20	per hr.
5	Firemen & Hlprs. 11 & 13	hrs. per day	.18	per hr.
1	Firemen & Hlprs. 11	hrs. per day	.20	per hr.
1	Boiler Washer 12	hrs. per day	.22 $\frac{1}{2}$	per hr.
1	Boiler Washer 11	hrs. per day	.22	per hr.
1	Operator 11	hrs. per day	.22	per hr.
1	Operator 13	hrs. per day	.20	per hr.
1	Operator 11	hrs. per day	.18	per hr.
2	Coal Men 12	hrs. per day	.17 $\frac{1}{2}$	per hr.
1	Trolleyman 11	hrs. per day	.18	per hr.
3	Laborers 11	hrs. per day	.18	per hr.
2	Watchman 12	hrs. per day	.20	per hr.
1	Machinist as needed		.30	per hr.
1	Carpenter 10	hrs. per day	.25	per hr.
1	Steam Shovel			
	Man 12	hrs. per day	.22	per hr.

Day men work 11 hours a day. Night men work 13 hours a day. Overtime on same basis except machinists and carpenters who are allowed time and one-half for overtime.

That said wage scale has been sufficient to attract more applicants than could be given employment and to procure all the labor in this department which this company required and is as high as is generally paid in the City of Indianapolis for work requiring the same knowledge, skill, ability and application, and is fair, reasonable and just.

- (g) As to so much of said grievance No. 4 as relates to the wages paid in the track department of this company, your respondent makes answer that since June 1, 1913, it has maintained the following scale of wages in this department:

SCALE OF WAGES PAID TRACK DEPARTMENT EMPLOYEES.

703 Traction Bldg.

Engineering Office (I. T. & T. and T. H. I. & E.) Joint.		
Supervising Engineer	1	\$150.00 per mo.
Tie Inspector & Engr.	1	125.00 per mo.
Office Asst. Engr.	1	105.00 per mo.
Asst. Engr.	1	75.00 per mo.
Rodman	1	.20 per hr.
Rodman	1	.17½ per hr.

Track—Clerical (West and Pratt)

<i>Employment</i>	<i>No. Men</i>	<i>Rates</i>	<i>Hours</i>
Bookkeeper	1	\$85.00 per mo.	60
Store & Time Keeper	1	16.50 per wk.	60
Time Keepers	2	12.00 per wk.	60
Time Keepers (as required)	3	10.50 per wk.	60
Yard Clerks	1	.25 per hr.	70 Belt Yards
Yard Clerks	1	.20 per hr.	70 Gravel Pit
Emergency Men	1	.20 per hr.	70 West & Pratt
Emergency Men	1	.17½ per hr.	70

Work Train Service.

Train Master	1	.30 per hr.	66
Motorman	6	.25 per hr.	66
Motorman	2	.23 per hr.	66
Motorman	1	.22 per hr.	66
Motorman	2	.21 per hr.	66
Motorman	1	.20 per hr.	66
Trolley Tenders	12	.17½ per hr.	66

Construction.

Supervisor	1	95.00	per mo.	
1st Class Foremen ...	2	.30	per hr.	60
2nd Class Foremen ...	5	.25	per hr.	60
3rd Class Foremen ...	2	.22½	per hr.	60 (Clrd. Men)
Bending Foremen	1	.27½	per hr.	60
1st Class Laborers	3	.20	per hr.	60
2nd Class Laborers				
200 more or less		.17½	per hr.	60

Maintenance.

General Foreman	1	20.00	per wk.	
Machine Operators ...	2	.25	per hr.	60 Arc Welder and Grinder
Machine Helpers	3	.20	per hr.	60
2nd Class Labor (above)				
Curve Cleaners	13	10.60	per wk.	70
Watchman Day	1	.20	per hr.	70
Watchman Night	2	.17½	per hr.	70
Watchman Night	15	10.00	per wk.	70
Water Boys (as required)	..	.07½	per hr.	60

Paving Department.

Superintendent	1	25.00	per wk.	60
1st Class Foreman ...	1	.30	per hr.	60
2nd Class Foreman ...	3	.25	per hr.	60
3rd Class Foreman ...	1	.22½	per hr.	60
Paving Labor	16	.20	per hr.	60
Ordinary Work (as required)	180			
(more or less)		.17½	per hr.	60
Kettlemen	2	.17½	per hr.	66

Machine & Tool Department.

General Foreman	1	100.00	per mo.	1st Class Engr.
Blacksmith	1	.35	per hr.	60
Blacksmith	1	.30	per hr.	60
Helpers	2	.20	per hr.	60

Machine & Tool Department.

Drill Runners	3	.20 per hr.	60 Sp. & St. Wk.
Hoisting Engrs.	2	.30 per hr.	60 (Boat, Thew, Steam Boiler)
Crane Men	2	.27½ per hr.	60 (Thew, ... Browning)
Crane Man	1	.25 per hr.	60 (No. 114 Mix- er Crane)
Car Greaser	1	.20 per hr.	70

That this wage scale has been sufficient to procure all of the labor required in this department and to attract a large number of applications in excess of the company's requirements, and the wages paid are as high as are paid in Indianapolis for the same degree of service and are fair, reasonable and just.

- (h) And generally as to the whole of said grievance No. 4, your respondent says that it declines to accede to the demands made in said grievance or to increase the rate of wage to be paid in any of said employments or departments of employment, and contends that it cannot be required as the result of a strike or by means of arbitration to pay a higher wage rate than is necessary to procure the labor required in its business in the market in which it gets its labor, and that any and all attempts through the medium of strikes, resorts to rioting, lawlessness and the application of force to the employes of this company and those desiring to seek employment from it to arbitrarily increase the price of labor and thereby compel this company to pay an artificial wage greater than is necessary to procure its labor in the open market are unlawful and deprive your respondent of the equal protection of the laws, in violation of the guarantees contained in the constitution of the United States, and should not receive recognition from this board of arbitration in making its award.

Fifth: Your employes submit as a grievance that there are attached additional trips to the service of motormen and conductors to Sunday and Holiday schedules; that all runs working less time on Sundays and Holidays than the

time called for on week day schedules is not paid week day schedule time; that men do not have reasonable time of not less than twenty minutes nor more than forty minutes within which to eat meals and where cars are blocked or late no provision is made for men to eat, and it is not the duty of dispatchers, local superintendents, road masters and starters to see that such a provision exists and is not carried out at all times.

5. As to the fifth grievance:

- (a) Your respondent says that there is no foundation in fact for said fifth grievance. That regular motormen and conductors do not have additional trips added to their runs for the Sunday or Holiday schedules. That extra men are employed to take care of the extra work due to Sunday and Holiday schedules.

Your respondent further says that a reasonable time of not less than twenty minutes is and has been at all times allowed to motormen and conductors within which to eat their meals and that the company does pay and has been paying for the time so occupied.

That it is not practicable that it should be made the duty of dispatchers, local superintendents, road masters or starters to see that the men have provision made for meal time when the cars are blocked or late for under such circumstances the proper discharge of the duty of this company to the public, requires that such dispatchers and other officials shall give their attention to the movement of cars and restoration of traffic to its normal schedules.

And your respondent declines to accede to the demands that runs working less time on Sundays and Holidays than the time called for on week day schedules shall be paid according to week day schedule time.

Sixth: Your employes submit as a grievance that provisions and a condition of employment does not exist to provide that reporting time shall be but five minutes at all car houses, that motormen and conductors, missing their regular runs shall serve but two days on the extra list;

that where cars are delayed by accidents or blockades so that men riding upon them cannot reach their place of reporting on time, no miss shall be charged against them and that they shall loose their run for that day only and then only in the event that they reach the place for reporting not in time to take their run out on schedule.

6. As to the sixth grievance:

(a) Your respondent is willing to experiment with the requirements that men shall only be required to report five minutes before taking their runs at the car houses. It is the universal custom in all well regulated street railways to require men to report ten minutes before time for taking their runs in order that the barn foreman may reassign the work where men fail to report, without disturbing the schedules. If experience shows that it is practicable to require the men to report five minutes before taking their runs, your respondent is willing to make that rule permanent; otherwise reserves the right to change the present system.

Your respondent declines to accede to a hard and fast rule that two days only on the extra list shall be the penalty for missing the runs, but reserves the right to govern the penalty according to the character of the offense and reason which may exist for having failed to report in time to take out any particular run.

Your respondent accedes to the proposition that men who are delayed without their fault by reason of blockades on the line, and thereby prevented from taking out their runs shall not be penalized further than to lose their run for that day only. This is and has been the custom at all times in the carrying on of the respondent's business, and no foundation exists for grievance in this respect.

Seventh: The employes file as a grievance that a condition of employment does not exist to provide that the working board for the following day shall be marked up not later than four o'clock P. M., each day; a list of extra men shall be made up at the same time and so placed that it shall be in plain sight at all times, that extra men

can see their standing for work and when an extra man gets out on a run he shall be checked on the list accordingly, or if he misses he shall be so marked.

7. As to the seventh grievance:
 - (a) Your respondent says that there is no foundation for said seventh grievance; that the company maintains a working board; that wherever practicable it is marked up by the middle of the afternoon; that the list of extra men is made and placed in plain sight so that extra men can see their standing for work, and that they are marked when they get a run or miss.

Eighth: Your employes submit as a grievance that a condition of employment does not exist to provide that there shall be placed in the office of each car house of the respective lines an open book in which the men can register the particular day or days on which they want to get off, the men so registered shall have first preference except in case of committees or officers who mark off on business of the Employes Association, such committee and officers in such case to have preference; persons so registering must sign in ink or otherwise loose their turn; said book to be dated to provide a privilege of asking off seven days ahead of any day leave of absence is desired; that collectors of dues of the Employes Association, if they so desire, shall be marked off pay days by the dispatcher.

8. As to the eighth grievance:
 - (a) Your respondent says that there is no foundation in fact for said eighth grievance. That the station foreman in the company's various barns keeps a record of the men who ask off and of the day or days upon which they wish to get off. That it is not practicable that employes desiring to get off shall be required to register in ink, for in many cases of sickness or other like reason such requests are made and must be made without the actual presence of the employe at the barn.

That it is not practicable to require men to ask off seven days in advance.

Your respondent declines to accede to the demand that a class of employes shall have a preference in being excused from work, but says that it is necessary, in order to maintain the service, that the barn foreman should have a reasonable discretion in excusing or refusing to excuse men from work on any particular day.

Ninth: Your employes submit as a grievance that a condition of employment does not exist in agreement by and between the Employes Association and the employing Company which provides that any employe elected or appointed to any office in the Employes Association shall upon his retirement from said association office, be reinstated in his former position without impairment of seniority rights in the employment of the Company.

9. As to the ninth grievance:

- (a) Your respondent objects to any consideration of the ninth grievance, upon the ground (1) that it is not within the terms of the contract of November 7, 1913, and (2) that it is not within the jurisdiction of the commission under said contract of November 7, 1913.
- (b) Your respondent declines to accede to the said ninth grievance upon the ground that the said contract of November 7, 1913, together with the decision of this commission upon this arbitration settles all matters of condition of employment for a period of three years, and that this respondent cannot be required to enter into any contract with anybody other than said contract of November 7, 1913.
- (c) Your respondent declines to accede to said grievance for the reason that it objects to any arrangement which will under any circumstances limit its managing officers in connection with the employment or the reinstatement of any class of employes.

Tenth: The employes submit as a grievance that a condition of employment does not exist between the Company

and the Employees Association as a matter of agreement that all cars shall be properly cleaned and equipped by barn men before being placed in charge of motormen and conductors, and that said condition of employment shall apply to car stoves.

10. As to the tenth grievance:

- (a) Your respondent states that there is no foundation in fact for said grievance. That all cars are and have been at all times cleaned and equipped by barn men before being placed in charge of motormen and conductors, and that this fully applies to the car stoves, and car service men are not and have not been required to do any of that work.

Eleventh: Your employees file as a grievance that extra men reporting at regular reporting time and receiving no work are not paid less than \$1.50 and that such extra men are not permitted to complete their report between 4:45 o'clock A. M., and 5 o'clock P. M., with meal time allowed; that there exists no condition of agreement to provide that the extra board at the several barns shall be a revolving list marked up to provide that the first man in shall be the first man out and that extra men working after twelve o'clock, midnight, shall not be required to report before 9 A. M., the following day, and be entitled to \$1.50 per day in case of days upon which reports are made at 9 A. M. in the event that no work is performed that day; that men missing the extra list shall be dealt with by the Station Master under discipline not to receive loss of place on the extra list for the day of miss only.

11. As to the eleventh grievance:

- (a) Your respondent is not willing to accede to the demand that every extra man shall be paid not less than one and one-half dollars for each and every day when he receives no work. Your respondent states that there is no foundation in fact for this grievance, for the reason that extra men average as much throughout the month as the minimum wage demanded.

That there is no foundation in fact for the griev-

ance that extra men not receiving work are held longer than necessary in any one day; that ordinarily they are excused by four o'clock in the afternoon.

That there is no foundation for the grievance that the extra board does not provide that the first man in shall be the first man out, as this is and always has been the custom in carrying out the respondent's business.

Your respondent concedes and is willing to put into practicable operation directions at its barns, whereby extra men working after twelve o'clock midnight, shall not be required to report before nine o'clock A. M., the following day.

Your respondent declines to accede to any arrangements whereby the station master at any particular barn shall be limited in his discretion in imposing discipline upon men who miss the extra list, but contends that the station master must necessarily have the right to take the facts and circumstances into consideration in deciding what penalties should be imposed for being absent without leave.

Twelfth: The employes submit a grievance in that books of tickets or passes will not be issued to all employes permitting them free transportation as a condition of employment agreed upon by and between the Employees Association and the Company, such free transportation to prevail on all lines owned or operated by the Company.

12. As to the twelfth grievance:

- (a) Your respondent shows that it is and has been the custom for a long time on its lines to issue to its employes free employe's tickets, entitling them to ride from their homes to their work and from their work to their homes, but further than this such free transportation has never been the custom in Indianapolis. That in the practical operation of this custom grave abuses have always existed and do now exist in Indianapolis on account of the manner in which such employe's tickets are transferred, held back, used by other persons and otherwise misapplied.

Thirteenth: The employees submit a grievance in that a condition of employment does not exist to provide that men holding their seniority as conductors shall not be required to work as motormen, and vice versa, unless they so desire.

13. As to the thirteenth grievance:

- (a) Your respondent says that there is no foundation in fact for said grievance. That, except in cases of emergency, conductors are not required to work as motormen and motormen are not required to work as conductors, but your respondent further shows that an invariable rule in this respect would at times impair the service.

Fourteenth: Your employees submit a grievance in that there does not exist a condition of employment by which is provided an agreement between the association of employees and the employing company to provide that all employees who are now members of the association shall remain members in good standing during their term of service in the employ of the Company and that men entering the service of the employing Company shall within thirty days, if proven satisfactory to both the Employees Association and the Company, become members and remain members of the association so long as they continue in the service of the Company or any other Company succeeding in the operation of the lines now owned and operated by the recognized operating company in the employment of which are the employees here represented; and that this provision contained in this paragraph shall apply to all motormen and conductors operating into and within Indianapolis, and employees in and connected with all departments of the operation and maintenance of Street and Electric Railway Service into and within Indianapolis.

14. As to the fourteenth grievance:

- (a) Your respondent objects to the consideration of this grievance for the reason (1) that it is not within the scope of the contract of November 7, 1913, and

(2) it is not within the jurisdiction of the arbitrators under said contract of November 7, 1913.

- (b) Your respondent declines to accede to said fourteenth grievance upon the ground that the said contract of November 7, 1913, together with the decision of this board of arbitration constitutes an adjudication of all matters arising within the next three years, and that the jurisdiction of this board does not extend beyond three years, and that this respondent cannot be required to enter into any contract, and especially a contract which would impair the force and validity of said contract of November 7, 1913, or the decision of this Board of Arbitration.
- (c) Your respondent declines to accede to said fourteenth grievance upon the further ground that it would impair the efficiency of the service; that it would take away from your respondent the freedom of action to which it is entitled under the law, and would limit the scope to which it might impose discipline and that such a contract is against public policy.

Fifteenth: Your employes submit as a grievance that men required to report at reporting points before beginning work and are compelled to go to another point to take their cars shall be paid not for the time required to go and come at the regular rate of wages and where men are relieved at Terminals and required to return to stations to make reports and deposit receipts are not paid for such time and where shop or barn men are required to work at points other than the barn or shop where they are regularly employed are not paid for time going to and from their respective barns or shops and the point of employment.

15. As to the fifteenth grievance:

- (a) Your respondent accedes and is willing to put in effect a change in its payment of wage scales whereby conductors who are relieved from their cars take their cars at points other than their barns shall be paid for the time necessarily required in transportation from the barn to the place of taking or leaving the car, as

the case may be, computed to the nearest five minutes.

As to barn and shop men, your respondent answers that there is no foundation for the grievance, as in all cases they are paid from the time they leave or arrive at the barn or shop and such has been the custom on the part of this respondent for a long time.

Sixteenth: The employes submit as a grievance that motormen and conductors are not paid twenty-five cents extra per day while instructing students.

16. As to the sixteenth grievance:

- (a) Your respondent declines to accede to the demand that extra wages shall be paid motormen or conductors while instructing students.

Seventeenth: Your employes here file as a grievance that preference for snow-plow and sweeper work is not given to motormen and conductors and such work is not paid at the rate of double time; that men held or called for snow plow or sweeper work and receiving no work are not paid for the time from the time so called until relieved and when men are taken from their regular work for this service they receive less than their regular service day pays and returned to their regular work that day; that meals are not allowed all men doing this class of work, such meals at the expense of the Company.

17. As to the seventeenth grievance:

- (a) Your respondent says that there is no foundation in fact for the grievance as to working conditions specified. Motormen and conductors are in all cases employed for snow plow and sweeper work. Such employes, when completing this work in less time than is employed in their regular service, do and have received full pay for the number of hours composing their regular runs for that day. The time for meals is allowed at the expense of the company, and the meals are furnished by the company.

The respondent declines to accede to the demand that double pay should be allowed for snow plow or

sweeper work, but that allowing time for the regular run of the employe for that day is equitable, and that in nearly all cases the work of a snow plow or sweeper is completed in much less time than is occupied by his regular run.

Eighteenth: Your employes submit as a grievance that a condition of employment does not exist as a condition of agreement between the employing Company and the Employes Association providing that the superintendent shall on notice, Mondays, Wednesdays and Fridays of each week at ten o'clock A. M. give a fair and impartial hearing to suspended or discharged employes and in case cause for dismissal is found to be insufficient to warrant dismissal and cause for suspension is found to be insufficient to warrant suspension, such employes shall be reinstated and paid for time lost at his regular rate of wages.

18. As to the eighteenth grievance:

- (a) The respondent says that there is no foundation in fact for this grievance, as the general superintendent is and has been in the habit, and it is his custom at his office on every day in the week, to meet with suspended or otherwise disciplined employes and to give them a fair and impartial hearing, and to deal with their cases according to their merits.

Nineteenth: Your employes file as a grievance that a condition of employment does not exist as a matter of agreement between the Company and the Employes Association to provide that the president, at ten o'clock A. M. on the first and third Tuesdays of each month will hear individual cases of grievance appealed from the decision of the general superintendent; a memorandum of such cases and testimony bearing thereon must be submitted in the forenoon of the preceding Saturday and the request of either party, the Company or Association, the individual or individuals involved, will be notified to appear at the hearing in person; that records kept by the company for the violation of rules and record of the defense and offense shall be made a matter of record available in all cases.

19. As to the nineteenth grievance:

- (a) Your respondent says that there is no foundation in fact for this grievance. That by orders and directions of the president, issued in 1901, the employes have at all times had the right to appeal to the president from the decision of the general superintendent, and to be heard in person at the office of the president.

That it is impractical that the president should have a fixed engagement for the hearing of such appeals, or that there should be any fixed method of submitting the facts relative to such appeals.

That the company does keep and has for a long time kept a record of the violation of rules and trespass of its employes, and the character of the discipline imposed in each particular case.

Twentieth: The employes submit a grievance in that all motormen and conductors are not listed respectively as motormen and conductors in accordance with their seniority of service at the car house where they report and that no condition of employment exists to provide that where a barn or parts of barn are consolidated with another, the men affected shall be consolidated and hold their seniority rights accordingly.

20. As to the twentieth grievance:

- (a) Your respondent says there is no foundation in fact for this grievance. That the seniority of the records of motormen and conductors are kept at the car houses where they report, and that they are listed according to such seniority, and that there are no barns or parts of barns consolidated or about to be consolidated or which have recently consolidated.

Twenty-first: Your employes submit as a grievance that in the assignment of runs motormen and conductors do not have the privilege of choosing or picking runs in accordance with seniority in service as based upon continuous service *at the car house* where they report; that officials at the various barns are not required to place a

list showing the run numbers and hours and minutes each run works, such list not being so placed four days ahead of the third month, starting from December 1, 1913, such list not containing route numbers for which runs are scheduled; also that a list of names is not placed in crews, rooms starting with the oldest man in service in rotation through the entire list, such lists are not being posted one day before choosing of runs begins; and it is not provided that early straight men are entitled to choose runs between the hours of two o'clock P. M., and six o'clock P. M., on the second day after list is posted, and late straight men are not entitled to choose between the hours of eleven and three P. M., on the third day and the balance are not permitted to choose runs on the fourth day between the hours of nine A. M. and two o'clock P. M.; and that there is no provision that each man when choosing his run shall check his name from the list and then a failing to sign within the specified time the superintendent shall be empowered to assign them to the best run open; and that in case a run becomes vacant there is no condition of employment which provides that the first extra shall take the run and hold it until the list is changed at the end of the three months period within which such vacancy occurs; and where a regular man is off through sickness or otherwise, his run is to be filled by an extra man taking the run for three days at the end of which time the run shall be open for allotment to the man of the extra list upon a system of three days limit for each extra in order.

21. As to the twenty-first grievance:

- (a) Your respondent shows that there is no foundation in fact for said twenty-first grievance. That the seniority in service at the car house where the men report does govern their actual seniority. That it has not been the custom to throw open the runs for picking and choosing on account of the demand of the men themselves that they did not desire it to be done in this way.

But your respondent further says that if it is the desire of the majority of the men that the runs should be thrown open twice a year for picking and choosing,

your respondent is willing to do so, and will, unless a majority of the men protest within a period of ten days after the filing of this answer, make it the rule and custom to throw open the runs for picking and choosing twice a year, and provide for suitable times for the men to choose the runs they desire.

Your respondent says that it is not fair or just in the event a run becomes vacant for the first extra man to take that run and hold it until the end of the period. But such run should be available to the next regular man who is thus entitled to an advance in seniority. Further, that it is not practicable that when a regular man is off his run, his run to be filled by an extra man for three days, but only that the run should be filled by extra men during the time that the regular man is off and that said extra men should rotate according to their seniority in securing that run on the various days that the regular man is off. This is and has been the custom in the management of this company's business and no foundation exists for this grievance.

Twenty-second: The employes submit as a grievance that no condition of employment exists by agreement between the Employees Association and the employing Company to provide that any matters of future dispute that cannot be satisfactorily adjusted between the parties to the agreement shall be submitted to a temporary board of arbitration; either party to the agreement upon notification in writing from the other party that arbitration is desired shall name its arbitrator within forty-eight hours from the date of receiving such notice, such notice to be addressed to the representative of the Company and the Committee of the Employees Association and the delivery of such notice shall be sufficient notification providing delivery is made at the place of business of either party to warrant that arbitration is desired; that the Board of Arbitration shall be composed of three persons, the Company to select one, the employes to select one, and the two thus selected shall select a third; that arbitrators to constitute the Board of Arbitration shall be selected without unreasonable delay; that at the hearing of the afore-

said arbitration, either side shall be represented by representatives of their respective choice, and after all evidence and arguments have been heard by the Board of Arbitration an award shall be formulated in writing and submitted to the respective parties within fifteen days; the finding of the majority of the said board shall be final and binding upon the parties to the agreement; the expense of the Board of Arbitration shall be borne by each party paying the arbitrator of its selection and by both parties jointly and equally paying the expense of the third arbitrator and such other expense of the arbitration incurred at the instance or direction of the Arbitration Board.

22. As to the twenty-second grievance:

- (a) Your respondent objects to any consideration of said twenty-second grievance, for the reason (1) that it is not within the scope of the contract of November 7, 1913, and (2) that it is not within the jurisdiction of the arbitrators under said contract of November 7, 1913.
- (b) Your respondent declines to accede to said twenty-second grievance for the reason that said contract of November 7, 1913, together with the report of this Board of Arbitration settles all grievances and disputes for a period of three years, and this board has no jurisdiction for a period beyond three years, and this respondent cannot be required to enter into a contract which would extend beyond a period of three years or which would invalidate said contract of November 7, 1913, or the award of the Board of Arbitration thereunder.

Twenty-third: Your employes file as a grievance that there exists no agreement between the Employees Association and the employing Company as a condition of employment to provide to continue for a period of time to be agreed upon by agreement and that no condition of employment exists by which an agreement is provided in which changes in an agreement may be made or defining the period of agreement or providing for the submission of any dispute relative to changes in agreement may be

made to Board of Arbitration, and that no agreement exists between the Company and the Employes Association, providing to designate the association as representative of the employes in the determination upon future grievances.

23. As to the twenty-third grievance:

- (a) Your respondent objects to any consideration of said twenty-third grievance, for the reason (1) that it is not within the scope of the contract of November 7, 1913, and (2) that it is not within the jurisdiction of the arbitrators under said contract of November 7, 1913.
- (b) Your respondent declines to accede to said twenty-third grievance for the reason that said contract of November 7, 1913, together with the report of this Board of Arbitration settles all grievances and disputes for a period of three years, and this board has no jurisdiction for a preiod beyond three years, and this respondent cannot be required to enter into a contract which would extend beyond a period of three years or which would invalidate said contract of November 7, 1913, or the award of the Board of Arbitration thereunder.

The following employes testified for the Committee. These are the wage earnings of each since June 1, with a short resume of his evidence.

Hours of Time and Wages of Frederick Sellers
Track Department and Car Service Department, as Motor-
man at 25c Per Hour. Badge No. 85.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		12	12		12	
2	12	11	12	11	11	
3	11	11		11	12	
4	11		15	11	11	
5	11	11	12	11		
6	12		7	11	11	
7	12	11	12	11	11	
8	10	12	11	12	12	
9	11	12	12	12	12	
10	12	11		11	12	
11	12	11	12	11	12	11 39
12	12	12	12	12	11	11 39
13	12	11	11	11	12	11 39
14	12	12	11	9	11	11 39
15	10	11	11	11	11	10 55
16	12	19	11	20	11	
17	17	11		11	11	11 39
18	11	12	11	12	11	11 39
19	12	11	12	12		
20	11		11	12	11	
21	12	12	11		12	11 39
22		21	11	11	9	10 55
23	11	11	12	11	11	
24	11	12		12	12	11 39
25	11	12	11	11	12	11 39
26	12	12	11	12	9	11 39
27	11		12	12	11	11 39
28	11	11	11		11	11 39
29	10	23	12	12	12	10 55
30	12	11	11	11	19	11 31
31		12	11		11	
Total Time	324	338	308	314	334	184 04
Total Wages Actually Paid						
	\$81 00	\$84 00	\$77 00	\$78 50	\$83 50	\$46 02

This man worked for track department during summer months and returned to car service department November 11th, 1913.

Motorman 8 years; wife; 2 children; didn't quit Oct. 31; quit Nov. 1; didn't know of strike until Saturday morning; twice I have refused to work overtime; never presented any grievance; pay \$10.00 rent; coal \$7.75 to \$10.25 a ton; grocery bill \$6 to \$7 a week; shoes \$4.00 a pair. "I do not know any place I can earn as much as I do now."

Hours of Time and Wages of James L. Hayden
Car Service Department as Motorman at 25c Per Hour.
Badge No. 639.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1	12 30	11 55	11 59	12 30	11 08	
2		11 55	11 59	7 00	11 08	
3	11 55	11 55	12 30	11 59	11 08	
4		12 50	11 59	11 59	11 08	
5	11 55	11 59	11 59	11 59	11 17	
6	11 55	12 30	11 59	11 59	11 08	
7	11 55	11 59	11 59	12 30	11 08	
8	12 30	11 59	11 59	11 59	11 08	10 50
9	11 55	11 59	11 59	11 59	11 08	11 04
10	11 55	11 46	12 30	11 59	11 08	11 20
11	11 55	11 14	11 59	11 59	11 08	11 20
12	11 55	10 53	11 59	11 59	11 17	11 20
13	11 55	11 15	11 59	11 59	11 08	11 20
14	11 55		11 59	12 30	11 08	11 20
15	12 30	11 59	11 59	11 59	12 23	10 50
16	11 55	11 59	11 59	11 59	11 08	11 04
17		11 59		11 59	11 08	11 20
18	11 55	11 59	11 59	11 59	11 08	11 20
19	11 55	11 59	11 59		11 17	11 20
20	11 55	12 30	11 59	11 59		
21	11 55	11 59	11 59	12 30	11 08	11 20
22	12 30	11 59	11 59	11 59	11 08	10 50
23	11 55	11 59		11 59	11 08	11 04
24	11 55	11 59		11 59	11 08	11 20
25	11 55	11 59		11 59	11 08	11 20
26	11 55	11 59		11 59	11 17	11 20
27	11 55	12 30	11 59	11 59	11 08	11 04
28	11 55		11 59	12 30	11 20	11 20
29	12 30	11 59	11 59	11 59	11 20	10 50
30	11 55	11 59	11 59	11 59	11 20	11 04
31		11 59	12 30		11 20	
Total Time	324 40	346 35	313 07	345 07	336 39	246 00
Total Actually Paid:						
	\$81 17	\$86 65	\$78 28	\$86 28	\$84 17	\$61 50

Motorman eight years; wife and four children; rent \$12.00; groceries \$8-\$10 a week. "I made one complaint in the 8 years. Used to be a fireman on the railroad. Made \$80 to \$105 a month. Wife was not satisfied because I was away from home so much. I didn't join before the strike. I didn't know the strike was called until the next morning."

Hours of Time and Wages of M. McCarty,
Car Service Department as Conductor at 25c Per Hour.
Badge No. 440.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 55	11 54	11 54	11 55	11 54	
2	11 54	11 54	11 54	11 54	11 54	
3	11 54		11 55	11 54	11 54	
4		11 55	11 54	2 58	11 54	
5	11 54	11 54	11 54	11 54	11 55	
6	11 54	11 55	11 54	11 54	11 54	
7	11 54	11 54	11 54	11 55	11 54	
8	11 55	11 54	12 24	11 54		11 54
9	11 54	11 54	11 54	11 54	11 54	11 55
10	11 54	11 54	11 55	11 54	11 54	11 54
11	11 54	11 54	11 54	11 54	11 54	11 54
12	11 54	11 54	11 54	11 54	11 55	11 54
13	11 54	11 55	11 54	11 54	11 54	11 54
14	11 54	11 54	3 39	11 55	11 54	11 54
15	11 55	11 54	11 54	11 54	11 54	11 54
16	11 54		11 54	11 54	11 54	11 55
17	11 54	11 54	11 55		11 54	11 54
18	11 54	12 24	11 54	11 54	11 54	11 54
19	11 54	11 54	11 54		11 55	11 54
20	11 54	11 55	11 54	11 54	11 54	11 54
21	11 54	11 54	11 54	11 55	11 54	
22	11 55	14 24	11 54	11 54	11 54	11 54
23	11 54	11 54	11 54	11 54	11 54	11 55
24	11 54	11 54	11 55	11 54	11 54	11 54
25	11 54	11 54	11 54	11 54	11 54	11 21
26	11 54	11 54		11 54	11 55	
27	11 54		11 54	11 54	11 54	11 55
28	13 24	11 54	11 54	11 55	11 54	11 54
29	11 55	11 54	11 54	11 54	2 13	11 54
30	11 54		11 54	11 54	11 54	11 55
31		11 54	11 55		11 54	
Total Time	346 41	324 22	349 20	324 21	357 23	249 26
Total Actually Paid:	\$86 68	\$81 11	\$87 35	\$81 10	\$89 36	\$62 37

Conductor 23 years; wife and 7 children; hours 11:54—
The hours are too long. “Ten or eleven hours are enough.
I have had some grievances satisfactorily adjusted—others
not. (Ticket matter). I have accumulated property worth
\$4,500 to \$5,000. I began at 14c; now get 25c. I have the
run I want. I would like to have one day in seven. They
always listened to my complaints—were always courteous
to me. I found out about the strike about midnight when
my boy came home.

Hours of Time and Wages of Glen Thompson,
Car Service Department as Motorman, at Rate of 20c Per
Hour. Badge No. 299.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		10 11	10 11	5 14	11 01	
2		10 12	12 10	10 22	10 12	
3		5 59	11 17	10 12	1 42	
4		11 31	4 51	10 11	11 59	
5		8 12	11 20	11 50	10 50	
6		7 30	9 41	12 39	4 21	
7		11 08	11 30	6 22	11 14	
8		7 50	11 33	14 25	6 56	13 43
9		9 09	2 31	15 47	10 32	
10		10 11	4 25	9 13	10 12	10 00
11		9 02		17 01	6 24	
12		14 33	5 25	10 26	10 21	11 14
13		2 25	10 17	13 58	8 57	9 27
14		10 11	10 29	10 14	11 00	2 59
15		10 22	11 30	12 17		11 11
16		5 27	5 21	12 23	11 20	10 58
17			8 54	10 03	4 22	10 11
18		11 14	10 54	9 29	10 20	3 30
19			13 28	5 23	10 58	4 22
20		8 26	11 22	10 10	10 51	9 59
21		11 01	5 20	11 48		9 33
22		7 02	10 22	1 48	11 20	10 22
23		9 10	9 49	5 20	10 26	7 32
24	1 42	10 10	9 54	10 00	4 22	9 52
25	9 31	7 20	8 11	2 19	10 42	11 59
26	12 15	7 04	11 59	11 08	9 22	10 00
27	11 06	11 15	9 46		7 00	11 36
28	12 50		10 22	10 02	3 21	10 51
29	11 02	10 25	11 13	9 40	5 27	2 31
30		4 57	7 16	4 53	12 32	11 35
31		12 19	11 48		11 05	
Total Time	58 26	254 16	283 39	284 37	259 09	193 35
Total Wages Actually Paid:						
	\$11 69	\$50 86	\$56 73	\$56 93	\$51 83	\$38 72

Age 21, April, 1913; motorman, extra man. Rate 20c.
“I make \$8.00 to \$14.00 a week. I joined the union before
the strike. I signed a withdrawal, but not of my free will.
Did it to hold my job . I deceived Mr. Mahoney to hold my
job.” Worked Union Station, 17½c; Atlantic City, 17½c;
Pittsburg, 17½c; Big Four bridge gang, 17½c

Hours of Time and Wages of Newton B. Hiles,
Car Service Department. Badge No. 671.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	8 45	9 10	9 10	4 07	10 57	
2	10 04	9 10	9 10	9 10	10 57	
3	10 04	12 25	9 22	9 10	10 57	
4	10 04	9 22	9 10	9 10	10 57	
5	10 04	9 10	9 10	9 10	11 01	
6	10 04		9 10	9 10	3 36	
7	9 04		13 06		10 57	
8	10 57	9 10	9 10	9 52	9 10	
9	10 04	9 10	9 10	4 59	9 10	10 58
10	10 04	9 10	9 22	10 00	10 27	9 28
11	10 04	9 10		18 54	10 15	9 28
12	10 04	9 10	9 10	11 14	10 58	9 28
13	12 24		9 10	11 34	10 27	9 28
14	9 04	9 10	10 26	10 09	10 27	9 28
15	9 22	9 10	9 10	10 15	10 27	10 15
16	9 10	9 10	9 10		10 27	5 50
17	9 10	14 08	3 35	10 15	10 27	2 59
18	9 10	9 10	11 22	10 15	10 15	10 27
19	9 10	9 10	13 49	10 15		
20	9 10	9 22	13 10	10 15	10 27	9 29
21	9 10	9 10	9 10	9 22	10 27	10 27
22	9 22	9 10	9 10	9 10	10 27	10 15
23	2 43		9 10		10 27	10 58
24	9 10		9 30	9 10	10 55	9 28
25			8 22	9 45	3 32	10 27
26	13 31		9 10	9 10		10 27
27	9 10	4 15	9 10	9 10	4 32	10 58
28	9 10	9 10	14 48	11 01		10 27
29	9 22	9 10		10 57	10 27	10 15
30	9 10	9 10	9 10	10 57	10 27	10 58
31		9 25	3 05		10 27	

Total Time 276 50 223 50 276 47 266 36 274 00 201 58

At rate of 22c:

\$60 90 \$49 24 \$44 75

At rate of 23c: \$16 89 \$61 33 \$63 02 \$46 46

Total Wages Actually Paid:

\$60 90 \$49 24 \$61 33 \$63 02 \$46 46

This man's rate increased from 22c per hour to 23c per hour August 23, 1913. Age 24; motorman; employed 3 years; wife and baby. "I joined the union. Mr Mahoney told me I was in bad company. I told him I didn't belong, but I did. I went on strike. Worked at Cincinnati at 20c; worked in butcher shop at \$8.00 a week. Worked as a polisher at Keyless Lock Co., but didn't make as much as I am making now."

Hours of Time and Wages of A I. McCray,
Car Service Department, as Conductor, at 23c Per Hour.
Badge No. 270.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 09	9 24	9 24	11 09	9 24	
2	9 24	9 24	10 17	9 24	9 24	
3	9 24	9 24	11 09	9 24		
4	9 24	11 09	9 24	9 24	10 17	
5		10 17	9 24	9 24	11 09	
6		11 09	9 24	10 17	9 24	
7		9 24		11 09	9 24	
8		9 24		9 24	9 24	10 23
9		12 09	10 17	9 24	8 40	
10		9 24	11 09	11 12		
11		9 24	11 12	9 24	10 23	
12		10 17		9 24	11 09	
13			9 24	10 17	10 23	
14				11 09	10 23	
15				10 28	10 23	
16	9 24	9 24		9 24	10 23	
17	9 24	9 24	10 53		5 51	
18	9 24	9 24	11 25	9 24	10 05	
19	9 24	10 17	11 25	9 24	11 09	
20	9 24	11 09	11 25	10 17	10 23	
21	10 17	9 24		11 09	10 23	
22	11 09	9 24	11 25	9 24	10 23	
23	9 24	9 24	10 55	9 24	10 23	
24	9 24	9 24	10 53			10 23
25	9 24	9 24	11 25	9 24	10 23	11 17
26	9 24	10 17	11 25	9 24	11 09	9 25
27	9 24	11 09	3 01	10 17		11 09
28	10 17	9 24	9 24	11 09		9 25
29	11 09	9 24	9 24	9 24		9 25
30	9 24	9 24	10 17	9 24		11 09
31		9 24				

Total Time 185 37 276 29 234 21 278 21 230 19 82 36

Total Actually Paid:

\$42 70 \$63 60 \$53 91 \$64 03 \$52 98 \$19 01

Conductor; this time 3 years; in all 8 years. "I get \$15.18 a week for seven days. Pay \$10 rent; grocery, \$6 a week. I can hardly live. Wife sews to buy her own clothes. Before strike I complained; it was five years ago; bridge was out. Mahoney said we ought to be satisfied. In a few days they had a temporary vestibule and Mr. Mahoney told me to go to work. Lately I went to him about my wife and Mr. Padgett. Called up about union. 'It's up to you—spit her out.' He told me to go to work, at which I was surprised. This is the fifth time I have worked for the Company. I have no complaint to make of the inspectors. I think their reports are honestly made. I learned of the strike the morning after. Joined Oct. 2. I wouldn't work with a non-union man—even if this board orders it. (Retracted this.)

Hours of Time and Wages of J. W. Miller, Car Service
Department, as Motorman at 24 cents per
hour, Badge No. 483.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 00	10 53	10 20			
2	10 38		10 13			
3	10 38	10 53	12 10	10 20		
4	10 38	11 15		10 20		
5	10 38	10 53		10 20		
6		11 15	10 20	10 13		
7	10 46	10 53	13 45	12 10		
8	11 00		10 20	10 20		
9			10 13	13 00		
10	10 38		4 25	13 10		
11	10 38			15 15		
12	10 38			10 20		
13	10 38		10 20			
14	10 46		10 20			
15	11 15		10 20			
16	10 53		5 42			
17	3 41		12 10			
18	10 53		10 20			
19			14 35			
20	10 53		14 39			
21	10 53		10 20			
22			10 20			
23	10 53		10 13			
24	10 53	11 13	12 10			
25	10 53	11 13	10 20			
26	1 23	11 13	10 20			
27	10 53	12 10	10 20			
28	10 03	10 20	10 20			
29	11 15	10 20	10 20			
30	10 53	10 20	10 13			
31		10 34	7 55			

Total Time 264 10 153 25 283 03 115 28

Total Actually Paid.

\$63 40 \$36 82 \$67 94 \$27 71

(Discharged September 17, 1913.)

Wife and 4 children. Worked 4½ years. Joined union in October. In October I talked to Mr. Mahoney. He wanted to know if I had joined, I said no. Thirty-fourth and Illinois Charles Long and 25 more chased me. Jerked me off the car.

Was arrested after leaving the stand for carrying weapons. (Affair about the red tickets.)

Hours of Time and Wages of Robert A. McDaniel,
Car Service Department, as Motorman. Badge No. 197.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	9 36	7 53		9 33	2 14	
2	7 05	7 53	10 00	10 00	10 00	
3	7 05	7 53	9 01	10 00	10 00	
4	11 05	12 33	10 00	10 00	9 34	
5		10 08	10 00	5 18		
6	7 05	12 33	10 00	9 34	10 00	
7	10 10	7 53	10 00	9 33	10 00	
8	7 17	9 37	10 00	10 00	10 00	1 40
9	7 05		3 30	10 00	10 00	
10	7 05		9 00	17 32	10 00	
11	7 05		2 40	16 34		
12	7 05		10 00	12 24		10 00
13	7 05		10 00	9 34	10 00	10 00
14	10 10	4 52	10 00		10 00	10 00
15	9 26	9 01	10 00		10 00	9 34
16	7 05	9 01	10 00		10 00	
17	7 05	9 01			10 00	10 00
18	7 53	4 13			9 34	10 00
19	7 53	9 02	10 00			10 00
20		4 02	10 00		10 00	10 00
21		9 51	10 00		10 00	10 00
22		9 51	10 00		10 00	9 34
23		10 00	1 10		10 00	
24		10 00	9 26		10 00	10 00
25	1 42	4 31	10 00	10 00	9 34	10 00
26	11 42	10 00	10 00	10 00		10 00
27	7 53	9 17	10 00	9 34	10 00	9 33
28	10 08	10 00	10 00	3 20	10 00	10 00
29	12 33	10 00	10 00	10 00		9 34
30	7 53	5 40	9 34	10 00	2 14	9 33
31			9 33			
Total Hours	196 11	214 45	253 54	192 56	223 10	169 28
Rate per Hr.	20c	20c	20c	20c	20c	20c
Total Wages						
Paid.....	\$41 20	\$45 10	\$53 38	\$40 52	\$46 87	\$35 60

Age, 32. Wife and 3 children. Began work May, 1912. "I work $18\frac{1}{4}$ hours and get 10 hours' pay. I have not been able to save. Went with Kinder to see Mr. Todd. I joined. Before people treated us like dogs. On my wages I can't comfortably clothe and keep my children. Worked in grocery at Waldron, \$10.00 a week, board, room. Farm near Rushville, \$25.00 a month. I knew if I quit I might have trouble to get a job."

**Hours of Time and Wages of Earl Galvin,
Car Service Department, as Motorman. Badge No. 729.**

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						10 11
15						12 36
16						9 34
17						11 22
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
Total Hours Worked:						43 43
At 20c per Hour:						\$8 75

This man was employed October 22, 1913, reported for work November 14 and was discharged November 18, 1913. Age, 25. Extra. Louisiana barn. "I have never missed a run when I reported. I've only reported 4 days. Discharged for having a collision." Employed since strike.

Hours of Time and Wages of Thomas B. Stearns,
Car Service Department, as Motorman. Badge No. 423.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1		3 18	9 41			10 40
2		9 42	12 41			
3		6 10	12 50			
4		17 15	10 12		10 12	
5		9 51	6 44		9 33	
6		10 58	10 12	10 51		
7		9 27	10 53	2 24	10 32	
8		9 27	11 44	10 22	9 40	10 53
9		3 38	14 57	16 51	11 06	9 11
10		2 38	8 40	10 27		
11		10 48	10 10	17 28	10 49	
12		10 09	11 53	6 40		
13		12 13	10 02	10 34	11 14	10 26
14		6 22	11 14	10 23		10 12
15		11 27	9 40	9 40	10 03	13 34
16		10 53	6 11	1 42	11 24	11 36
17		9 17		9 29	4 22	13 31
18		6 30	11 20	11 14		4 22
19		11 22	10 29	11 14		9 33
20	9 08	8 40	13 49	6 27	10 21	10 53
21	9 17	11 14	11 33	9 00	9 52	9 23
22	11 01	11 06	1 42	11 20	10 26	6 27
23	6 31	5 20	12 00	11 30	4 14	9 20
24	9 20	9 22	12 00	5 20	10 22	11 40
25	14 39	10 25	12 00	11 20	4 31	11 10
26	11 10	7 01	12 00	11 30	11 24	9 23
27	3 54	9 16	12 00	9 51	10 03	11 29
28	9 49	10 25	12 00			1 42
29	8 44	6 52	12 00	11 20	11 20	2 31
30	9 56	11 10	12 00	9 23	1 42	10 54
31		11 01	12 00		10 03	
Total Hours	103 29	273 17	216 37	236 20	193 13	188 10
Per Hour. .	20c	20c	20c	20c	20c	20c
			108 00			10 40
Per Hour. .			25c			25c
Total Wages						
Paid.....	\$20 70	\$54 66	\$70 33	\$47 27	\$38 65	\$40 31

Motorman since January, 1911. Wife and two children. This is the third time I've worked for the Company. Detailed in August on sluggers. Found a gun in my pocket. Before the strike I made \$7, \$8, \$9 a week; barely existed. Worked as attendant at insane hospitals at \$35, then at \$25 a month. Worked in broom factory, etc. Mr. Mahoney always treated me like a man.

Hours of Time and Wages of Paul Smith,
Car Service Department as Motorman, at 21c per Hour.
Badge No. 129.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 04	9 31				
2	2 32	9 31				
3	9 31	9 31				
4	4 35	12 04				
5	9 31	10 39				
6	9 31	11 04				
7	10 39	9 31				
8	11 04	1 55				
9		9 31				
10	9 31	9 31				
11	9 31	9 31				
12	4 37	10 39				
13	9 31	11 04				
14	10 39	9 01				
15	4 20	2 23				
16	9 31	9 35				
17	9 31	9 31				
18	9 31	9 31				
19		11 19				
20	9 31	11 04				
21	10 07	2 32				
22	11 04					
23						
24						
25	9 31					
26	9 31					
27	3 16					
28	10 39					
29	11 04					
30	9 31					
31						

Total Time. 229 23 188 58

Total Actu-

ally Paid. \$48 17 \$39 69

Age, 24. Motorman. Wife; no children. Second time with the company. Rent, \$4 a week; light housekeeping. Grocery bill, \$5 to \$7 a week and 2 meals away from home each day for me. Buy my clothes on credit. I was discharged. Then later I was employed on detail work. One night I stood a summons; called names; vile; then all went down to alley and had a fight. Police came; searched auto, etc. Saw Gus Bauer cut by an organizer. I knew there was going to be a strike and went home. Worked at Union Railway and Welsbach Light Company. Got \$12 a week. Worked for Pennsylvania Company, but got appendicitis. When I came back I knew the conditions and wages. I didn't know any other job where I could get along without lifting.

Hours of Time and Wages of A. H. Ray,
Car Service Department, as Conductor, at 20c per Hour.
Badge No. 80.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	3 10	8 05	7 11	11 05		
2	10 13	5 45	12 36			
3	4 37	3 23	10 03			
4	9 31	14 24	7 11			
5		12 15	8 19			
6	4 36	10 02	8 19			
7	8 25	8 15	8 19			
8	5 30	3 04	8 19			
9	3 23	6 59	10 12			
10	10 00	6 59	11 05			
11		6 59	6 21			
12		10 29	8 19			
13		9 03	8 19			
14		6 59	4 04			
15		7 11	8 19			
16		7 11	10 12			
17	8 19	7 11	11 05			
18	10 00		8 19			
19	3 45	12 36	8 19			
20	8 39	10 26	11 52			
21	11 50	7 21				
22	11 26	7 11	6 44			
23	8 55	7 11	10 12			
24	9 50	7 11	11 05			
25	12 46	7 11				
26	11 22	12 36	8 19			
27	4 16	10 02	8 19			
28	8 56	7 11	7 43			
29	11 11	7 11	8 19			
30	1 51	7 11				
31		7 11	11 05			

Total Time. 172 31 244 43 248 29 11 05

Total Actu-

ally Paid. \$34 50 \$48 95 \$49 70 \$2 22

Conductor since February 16. Called in about my bond
Went to see the bond men. They wouldn't give me any in-
formation. Had a fight with James Gorman. Had a fight
in Moran's saloon, while waiting for my father.

Hours of Time and Wages of C. Kinder,
Car Service Department, as Conductor, at 21c per Hour.
Badge No. 168.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10 27	10 23	9 30	10 04	10 02	
2	10 23	9 43	10 04	10 02	10 02	
3	10 23	9 43	11 04	10 02	10 02	
4	10 23	9 26	9 30	10 02	10 12	
5	10 23	9 14	9 30	10 02	11 06	
6	10 23	9 02	9 30	10 35	10 02	
7	10 16	9 43	9 30	11 06	10 02	
8	10 27	9 43	9 30	10 02	10 02	
9	10 23	9 43	10 04	10 02	10 02	
10	10 23	9 38	11 04	13 57	10 02	
11	10 23	9 38	9 30	14 02	10 12	
12	10 23	11 02		10 02	11 06	
13	10 23	10 07		10 12	10 02	
14	10 16	9 38	9 30	11 06	10 02	
15	10 27	9 30	9 30	10 42	10 02	
16	10 23	10 34	10 04	10 02	10 12	
17	10 23	10 34	11 04	2 22	10 02	
18	10 23	10 34	9 30		10 12	
19	10 23	10 08	9 30			
20	10 23	9 54	9 30	10 12	11 38	
21	12 09		9 30	11 06	11 38	
22	10 27	10 34	9 30	10 02		
23	10 23	9 30	10 04	10 02	11 38	
24	10 23	9 30		10 02	11 38	
25	10 23	9 30	9 30	10 02	11 35	
26	10 23	10 04	9 30	10 02		
27	10 23	11 04	9 30	10 12	11 38	
28	10 16	9 30	9 30	11 06	11 38	
29	10 27	9 30	9 30	10 02		
30	7 00	9 30	10 04	10 02		
31		9 30	11 04			

Total Time. 309 52 296 09 275 06 287 12 264 47

Total Actu-

ally Paid. \$65 07 \$62 19 \$57 77 \$60 31 \$55 61

Conductor. Married. One boy. I made \$14.40 a week. Pay \$11 a month rent. Wife attends to bills and I don't know about them. I haven't saved anything. I presented the demands to Mr. Todd. I was in two crowds when stones were thrown. Was arrested, but acquitted. I made no effort to stop it. I had no right to stop it.

Hours of Time and Wages of B. E. Cook,
Car Service Department as Motorman at 20c per hour.
Badge No. 451.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1						
2	11 15					
3	11 14					
4	10 53					
5	10 53					
6	10 53					
7	10 38					
8						
9	10 53					
10	10 53					
11	7 40					
12						
13	10 53					
14	10 38					
15	12 34					
16	8 23					
17	11 06					
18	11 06					
19	11 06					
20	11 06					
21	9 57					
22	12 34					
23	11 06					
24						
25						
26						
27						
28						
29						
30						
31						

Total Time. 215 41

Total Actu-
ally Paid. \$43 13

Discharged June 24th 1913.

Motorman 18 months; wife; two children. Quit. Called to office about running away from a man out near Fairgrounds. He said, "Well, you can just quit." I don't know why I quit. Was in a fight. Arrested. All parties discharged. They followed me about three weeks. Rent, \$8; grocery bill, \$7 to \$9 a week; coffee, 30c a pound; potatoes, 35c a peck; bacon, 23c; apples, 25c a peck. We pay \$3.50 a month for apples. I was not able to save. I couldn't say I was satisfied with the wages, but I couldn't do any better. Worked at Newport, Ky., 20-23c. My run here was over \$15.00 a week. Since, worked in a lumber mill, 20c an hour. Drivers get \$9 to \$12 a week.

Hours of Time and Wages of A. L. Deal,
Car Service Department, as Conductor, at 20c per Hour.
Badge No. 306.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	48		9 18	11 10	9 32	
2			10 01		13 55	
3	10 04	14 31	11 17	11 44	2 19	
4	5 17	14 10	11 44	10 08	13 56	
5	11 11	16 12	13 06	9 09	9 05	
6	14 28	11 04	11 52	10 25	10 50	
7	11 51	9 08	9 32	9 50	5 24	
8	5 40	6 10	10 51		10 04	9 38
9	10 13		11 13	9 30	11 53	
10	6 19		10 07	11 15	9 56	
11	9 59		9 27	12 00	13 05	
12	10 26			2 38	11 38	
13	11 53	7 20		10 23	10 33	10 47
14	12 58	9 18	7 24	9 08		
15	9 05	2 58		8 50	10 51	10 55
16		6 00		9 27		
17	9 41	10 11	11 28	8 06	8 08	
18	12 06	9 27	12 28	8 06	9 18	10 04
19	10 05	12 00	11 33	6 10	9 40	13 25
20	3 18	11 11	3 18	9 26		4 02
21	10 05	8 06		8 08	14 01	
22	11 04	12 09		8 51	6 00	8 53
23	13 43	9 56	11 10	8 51	10 48	12 32
24	9 27	9 27	11 01	8 51	3 56	3 39
25	12 37	13 06			10 40	9 20
26	2 42	12 24	7 40	10 58	11 08	10 35
27	9 42	10 10	7 40	11 23	2 13	14 12
28	13 22	6 10	11 58	9 41		
29	10 22	13 54	4 22	10 56	14 46	11 34
30	9 41	3 18	7 53	2 58		48
31			10 13		11 53	
Total Time.	268 07	238 20	236 36	248 02	255 32	130 24
Total Actu- ally Paid.	\$53 63	\$47 66	\$47 32	\$49 61	\$51 11	\$26 08

Age, 22. Single. Support mother and brother living at Seymour. Employed May 5, 1913. I've worked for the Company 3 times. My wages clear through the extra list would average \$11 a week. Pay board \$5.50 to \$6 a week. Room, \$1.25 a week. Discharged by Tretton for stealing. Cautioned by Tretton for losing out. Discharged for insulting a lady. Joined the union. Arrested Saturday of strike. Worked at G. & J. Tire Company at 15c. Worked at Seymour at \$9 a week. Mr. Mahoney said, "I'll give you another chance." I am now earning 20c.

Hours of Time and Wages of J. Schuler,
Car Service Department as Motorman at 20c per Hour.
Badge No. 953.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1					6 29	
2					10 32	
3					10 25	
4					6 26	
5					10 46	
6				10 32	11 33	
7				3 34		
8				14 22	10 45	10 00
9				9 29	10 22	
10				17 53		11 40
11				16 30	9 32	
12				8 44	10 50	11 33
13				13 22		10 22
14				12 10		
15				11 22	9 01	10 17
16				8 57	9 23	7 32
17				11 20		3 10
18				11 01	10 22	
19				11 22	11 30	
20				6 26	5 04	
21				11 12	10 12	
22				11 01	10 22	
23				10 25	5 22	
24				6 56	10 26	
25				11 08	10 51	
26				10 25	11 10	
27				13 10	4 14	
28				10 14	9 23	
29				8 57	8 34	
30				11 20	10 17	
31						9 17
Total Time				271 52	243 08	64 34
Wages Actually Paid				54 37	48 63	12 92

Motorman; working 3 months. I make between \$10 and \$11 a week. Before I got \$11.50 a week in a tailor shop by working extra hours. Before that C. & O. freight house, 17c a hour. Before that on a farm, \$25.00 a month. I am not trying to get work Father and brother sending me money. "I would go back to work even if no increase of wages was granted."

Hours of Time and Wages of H. C. Schmidt.
 Car Service Department as Conductor at 21c per Hour.
 Badge No. 570.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10 36	10 57	10 57	11 23	10 57	
2	10 39	10 57	10 36	6 25	10 09	
3	10 39	10 57	11 23	10 57	10 57	
4			11 41	10 57	10 36	
5	10 39	11 23	10 57	10 57		
6	10 39	10 36	10 57	10 36	11 57	
7	10 36	11 23	10 57	10 23	10 57	
8	11 23	10 57	5 43	10 57	10 57	11 22
9	10 39	10 57	10 36	10 57	10 57	11 23
10	10 39	10 57	11 23	10 57	10 57	10 57
11	10 39	10 57	10 57	8 40	10 36	10 57
12	10 02	10 57		10 57	12 00	10 57
13	10 39	10 36	10 57	10 36	10 57	10 57
14	11 36	10 23	10 57	11 23		10 57
15	11 23	10 57	10 57	10 57	10 57	10 36
16	10 39	10 57	11 23	10 57	10 57	11 23
17	10 39	10 57	10 59		10 57	10 57
18	10 39	10 57	11 30	9 28	10 36	10 57
19	10 39	10 57	11 30	10 57	11 23	10 57
20		11 23	11 30	10 36	10 57	10 57
21	10 36	10 57	11 06	11 23	13 31	10 57
22	11 23	10 57	7 20	5 19	10 57	11 23
23	10 39	10 57	10 53	10 57	10 57	11 23
24	10 39	10 57	11 23	10 57	10 57	10 57
25	10 39	10 57	10 57	10 57	10 36	10 57
26	10 39	10 36	10 57	10 57	3 52	10 57
27	10 57	11 23		5 47	10 57	11 23
28	10 36		10 57	11 23	10 57	10 57
29	11 23	10 57	10 57	10 57	10 57	10 36
30	10 57	10 57	10 36	10 57	10 57	11 23
31		10 57	11 23		9 58	
Total Time...	301 52	318 40	312 19	299 34	312 20	254 10
Total Actu- ally Paid.	63 39	66 92	65 59	62 92	65 59	53 38

Conductor for nearly 2 years. I make \$16.12 for 7 days. If I worked 28 days get \$64.48; off two days leave, \$59.86. Groceries, \$24; rent, \$5; insurance and dues, \$5; furniture, \$12; clothing \$5-\$51.00. I've been called up six times; four for the union I joined September 2. Mr. Mahoney wouldn't believe it when I told him I had not joined. A union man treats a union man better than he does a non-union man. We don't treat scabs as well as we do union men. If my motorman was not a union man he would be a scab. I don't think a non-union man is anything but a scab. By the union we are able to try all discharges before the commission. If the union is recognized they would be in a position to require all men to join the union. Before a man is discharged the matter would have to be investigated, and if they don't agree—arbitrate. I think the company should prove by the spotter that the man took the money.

Hours of Time and Wages of P. M. Porter
Car Service Department as Motorman at 23c per Hour.
Badge No. 621.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		9 36	9 36	11 08	10 15	
2		9 36	12 57	9 36	10 15	
3		9 36	11 08	9 36	10 15	
4		11 08			10 12	
5		12 57		9 36		
6		11 08		12 57	10 15	
7		9 36		11 08	11 15	
8				9 36	2 06	7 20
9	10 13			9 36	10 15	10 34
10	9 36	9 36		9 36	10 15	10 15
11	9 36	9 36		9 36	10 12	10 15
12	9 36	12 57	9 36	9 36	10 34	
13		11 08	9 36		10 15	
14	12 57	9 36	5 45	11 08	10 15	10 15
15	11 08	9 36	9 36	9 36		10 12
16	9 36	7 00	12 57	9 36	10 15	10 34
17	9 36	4 42	11 08	9 36	10 15	
18		9 36	13 28	1 56	10 12	
19	9 36	12 57	9 36	9 36	10 34	9 36
20	9 36	11 08	9 36	12 57	10 15	8 16
21	11 57	9 36	9 36	11 08	10 15	8 16
22	11 08	9 36	9 36	9 36	10 15	12 57
23	9 36	9 36	12 57	9 36	10 15	11 08
24	9 36		11 08	9 36	10 15	8 16
25	9 36	9 36	9 36	9 36	10 12	9 36
26	9 36	7 58	9 36	9 36	10 34	9 36
27	9 36	11 08	9 36	10 12	10 15	
28	12 57	1 50	9 36	10 34	10 15	9 36
29	3 04	9 36		9 36	10 15	12 57
30	9 36	9 36	12 57	10 45		11 08
31		9 53	11 08		11 19	

Total Time. 198 14 269 54 230 45 276 41 281 40 180 47

Total Wages

Actually

paid 45 59 62 08 53.07 63 63 64 79 41 59

Age, 28; married; two children. Worked this time four years. Worked a year once before. I get \$16.50 for 7 days. Rent, \$8.75; grocery bill, \$5.00 a week. I've had to work overtime. The reason was the man that was to relieve me quit and they had no extra men to take my run. I always thought they didn't pay wages enough. Joined union October 29. "I don't know where I could make as much."

Hours of Time and Wages of W. B. Akard,
Car Service Department as Motorman at 21c per Hour.
Badge No. 165.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1	8 33	10 26	10 00	12 35	10 11	
2	8 17	10 26	9 34	10 11	10 11	
3	8 17	10 26	9 33	10 11	10 11	
4	8 17	9 15	10 00	10 11	12 02	
5	8 17	10 26	10 00	10 11	12 35	
6	8 17	8 42	10 00	12 02	10 11	
7	9 38	10 26	10 00	12 35	10 11	
8	7 05	10 26	10 00	10 11	10 11	12 02
9	8 17	10 26	9 34	10 11	10 11	12 35
10	8 17	10 26	9 33	16 24	10 11	10 11
11	8 17	10 26	10 00	7 14	12 02	7 50
12	11 57	10 26	10 00	10 11		10 11
13	8 17	9 08	10 00	12 02	10 11	10 11
14	9 38	10 26	10 00	1 44	10 11	10 11
15	9 23	10 00	10 00		10 11	12 02
16	10 26	10 00	9 34		10 11	12 35
17	10 26	10 00	9 56	10 11	10 11	10 11
18	10 26	10 00	10 00	10 11	12 02	10 11
19	10 26	9 34	10 00	10 11	12 35	10 11
20	10 26	9 33	10 00	12 02	10 11	10 11
21	10 26	10 00	10 00	12 35	10 11	10 11
22		10 00	10 00	10 11	10 11	12 02
23	10 25	10 00	9 34	10 11	10 11	12 35
24	10 26	10 00	9 33	10 11	10 12	10 11
25	10 26	10 00	10 11	10 11	12 02	10 11
26	10 26	9 34	10 11	10 11	12 35	10 11
27	10 26	9 33	10 11	12 02	10 11	12 35
28	10 26	10 00	10 11	12 35		10 11
29	9 34	10 00	10 11	10 11	10 11	12 02
30	10 26	10 00	12 02	10 11	10 11	12 35
31		10 00	12 35		9 09	
Total Time.	275 59	310 05	312 23	296 57	308 54	251 16
Total Actu- ually paid	57 96	65 12	65 60	63 36	64 87	52 77

Motorman; wife and four children, ages 1-6. My grocery bill \$5 to \$6 a week. I have been in merchandise business. I'm saving to get back in business again. Average saving \$100 a year. I had some little grievance, while I was an extra. (Gave pay roll in detail.) Conditions ought to be better for extra men.

Hours of Time and Wages of G. D. Miller,
Car Service Department as Motorman at 20c per Hour.
Badge No. 195.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 07	6 10	11 15	8 08	8 51	
2	13 30	10 00	10 08	9 36	8 51	
3	9 32	14 23	12 13	9 36	8 51	
4	11 05	12 31	9 26	9 36	11 34	
5	14 11	7 04	6 10	9 36	48	
6	5 24	11 04	7 24	10 59		
7	9 45	7 13	10 26	10 54	8 51	
8	10 15	11 14	6 32		8 51	
9	4 08	6 00	10 59	9 36	8 51	
10	9 18			9 36	8 51	
11	6 47		7 58	9 36	11 34	
12	15 50		8 06		8 08	
13	12 07		9 08	10 59	8 51	10 26
14	9 19		10 11	11 08	8 51	
15	8 08		5 24	9 50	8 51	8 53
16	5 46		14 08	9 36	7 57	9 22
17	11 44		11 28	9 36	3 39	8 53
18	5 18	11 41	71 46	9 36	10 19	8 53
19	10 04	6 36	9 59	9 36	48	8 53
20	11 52	9 22	11 01	10 59	8 51	8 53
21		10 26	12 12	11 08	8 51	8 53
22	10 12	14 31	8 51	9 36	8 51	8 53
23	10 58	8 36	10 47	9 36	8 51	9 22
24	3 18	8 08	8 53	8 36	8 51	
25	11 22		8 51	9 36	11 34	8 53
26	4 00	13 56	8 51	9 36	8 08	
27	11 06	11 08	8 51	10 59	8 51	9 22
28	9 42	12 07	8 51		8 51	9 36
29	8 47		8 51	8 51	8 51	10 59
30	10 56	14 18	11 18	8 51	8 51	10 58
31		12 07	8 08		9 36	
Total Time.	275 31	218 35	294 22	266 22	252 14	141 09
Total Actu- ally paid.	55 11	43 72	59 88	53 28	50 45	28 23

Age, 24; wife; 1 child. Took me four months to get through the extra list. I worked most all the time. Live 22 squares from barn. In rooming house; pay \$4.50 a week rent; groceries, \$1.50 a week. Worked Beech Grove, \$2.00 a day; Pan Handle, \$1.70 to \$1.75 a day; Kokomo, 17c, for L. E. & W.; Kokomo as a butcher, \$15.00 a week for short time. "Good places paying \$15.00 a week are hard to get." Joined Union September 27.

Hours of Time and Wages of T. Campbell,
Car Service Department as Conductor at 20c per Hour.
Badge No. 750.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1			10 11	11 24	1 51	
2			10 05	12 49	11 34	
3			8 00	7 34	7 11	
4			7 21	10 00	12 53	
5			10 00	5 45		
6			9 30	8 57	12 44	
7			3 45	11 17	10 32	
8			10 32	2 22	4 14	
9			11 26	8 43	10 13	23 23
10			8 18	10 37	13 20	11 05
11			10 02	11 00	11 22	11 05
12			13 13	8 52	11 20	11 05
13			11 47	12 34	3 58	13 47
14			4 14	7 20	10 08	11 05
15		1 55	9 30	10 10	5 45	10 32
16		10 11	11 03	9 30	11 29	11 29
17		12 48	14 21		8 39	11 05
18		11 48	11 05	10 15	11 29	11 05
19		11 12	11 05		15 55	11 05
20		4 42	11 05	12 45	12 01	11 05
21		4 37	12 56	10 50	4 43	11 05
22		11 18	11 05	4 34	10 47	10 32
23		11 28	10 32	10 47	10 58	11 29
24		13 20	12 51	11 20		11 05
25		11 22	11 05	4 34	10 37	11 05
26			14 23	11 29	11 58	11 05
27		9 04	12 56	13 02	11 00	11 29
28		10 01	12 56	11 25	4 14	13 37
29		3 45	1 51	11 00	11 28	10 32
30		10 02	9 33	12 51		11 29
31		3 45	10 39			
Total Time.		141 18	317 20	273 46	262 23	261 19
Total Actu- ally Paid.		28 26	63 47	54 75	52 47	52 27

Age, 22. Called to testify to trouble between Dain and men in auto. I've worked 5 months. I couldn't say whether I would report a union man or not. The motormen and other guys reported to the police.

Hours of Time and Wages of A. Brown,
Car Service Department as Conductor, at 25c Per Hour.
Badge No. 506.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 32	10 38	10 38	11 32	10 38	
2	10 38	10 38	11 28	10 38	10 38	
3	10 38	10 38	11 32	10 38	10 38	
4	10 38	11 32	10 38		11 28	
5	10 38	11 28	10 38	11 33		
6	10 38	11 32	10 38	11 28	10 38	
7	11 28	10 38	10 38		10 38	
8	11 32	10 38	10 38	10 38	10 38	
9	10 38	10 38	11 28	10 38	10 38	
10	10 38	10 38	11 32	10 38	10 38	
11	10 38	10 38	10 38	10 38	11 28	
12	10 38	11 28	10 38	10 38	11 32	
13	10 38	11 32	10 38	11 28	10 38	
14	11 28	10 38	10 38	11 32	10 38	
15	11 32	10 38	10 38	10 38	10 38	
16	10 38	10 38	11 28	10 38	10 38	
17	10 38	10 38	11 32	10 38	10 38	
18	11 33	10 38	10 38	10 38	11 28	
19	11 33	11 28	10 38	10 38	11 32	
20		11 32	10 38	11 28	10 38	
21	11 16	10 38	10 38	11 32	10 38	
22	11 32	10 38	10 38	10 38	10 38	
23	10 38	10 38	11 28	10 38	10 38	
24	10 38	10 38	11 32	10 38	10 38	
25	10 38	10 38	10 38	10 38	11 28	
26	11 33	11 28	10 38	10 38	11 32	
27	11 33	11 32	10 38	11 28	10 38	
28	11 28	10 38	10 38	11 32	10 38	
29	11 32	10 38	10 38	10 38	10 38	
30	10 38	10 38	11 28	10 38	10 38	
31		10 38	11 32			

Total Time 319 40 337 28 338 18 255 43 314 24

Total Actually Paid:

\$79 92 \$84 37 \$84 57 \$63 94 \$78 59

President of union. "I joined Nov. 1, in morning; was elected in the evening. I don't know who called the strike."

Hours of Time and Wages of T. Linkskey,
Car service Department as Conductor, Badge No. 334.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	11 35	11 13	11 27			
2	10 40	11 13	8 36			
3	10 40	11 13	8 15		11 13	
4	10 40	11 29	11 27		11 13	
5	10 40	11 13	11 27		11 29	
6	10 40	11 29	11 27		11 13	
7	11 45	11 13	11 27	10 59	11 13	
8	11 35	11 13	3 20	11 27		10 13
9	10 40		11 27	11 27		11 29
10	10 40		10 59	11 27	11 13	11 13
11	10 40	11 18	11 27	11 27	11 13	11 13
12		11 13	11 27	11 27	11 29	11 13
13	10 40	11 29		11 27	11 13	11 13
14	11 45	11 45	11 27	10 59		11 13
15	11 30			10 32	11 13	11 13
16	11 54		11 27	11 13	5 12	
17	11 13	10 57		11 13	11 13	11 13
18	11 13	10 57		11 13		11 13
19		10 57			11 29	11 13
20		10 59		11 13	11 13	13 06
21	11 13	10 57		11 29	11 13	
22	11 29	10 57		11 13	11 13	11 13
23	11 13			11 13	11 13	11 29
24	11 13			11 13	11 13	11 13
25	11 13	11 27		11 13	11 13	11 13
26	11 13	11 27		11 13	11 29	
27	11 13			11 13	11 13	
28	11 13	11 27		11 29	11 13	11 13
29	11 29	6 06		11 13		11 13
30	11 13	11 27				11 29
31		11 27			9 46	
Total Time	301 12	264 34	145 40	247 33	251 35	214 48
Time per hour:	22c	22c	22c	23c	23c	23c
Total Actually Paid:						
	\$66 27	\$58 21	\$32 05	\$56 92	\$57 86	\$49 40

Married; three children. Conductor 3 years and four months. "I worked on detail to follow Thorpe. They said they couldn't find me except when they gave the dollar out. Last Saturday a week ago I was called up to Mr. Mahoney's office on a charge of drinking. The hours and wages didn't suit me."

Hours of Time and Wages of C. Sacks,
Car Service Department as Moorman at 20c Per Hour.
Badge No. 835.

Date	June		July		Aug.		Sept.		Oct.		Nov.	
	Hrs	Min	Hrs	Min	Hrs	Min	Hrs	Min	Hrs	Min	Hrs	Min
1	11	15	11	06	7	00	9	31	7	05		
2	9	38	3	09	7	00	5	27				
3	10	45	15	26	9	27	5	27	7	05		
4	6	11	14	29	7	00	9	13	10	10		
5			12	33	7	00	5	27	11	04		
6	9	39	9	54	1	42	13	02	2	44		
7	3	22	11	13	10	37	8	32	7	05		
8	12	24	7	05	7	00	17	00	7	05	10	15
9	7	53	11	34	9	22	16	51			9	22
10	10	11	7	05	9	52	13	43	7	05		
11	5	46	10	12	10	25	16	43	7	05	9	27
12	11	27	9	02	9	41			10	17	10	53
13	6	11	10	11	11	59	13	02	7	05	1	43
14	13	41	10	11	9	48	7	37	7	05		
15	4	18	10	32			5	27	7	05	10	20
16	10	22	10	22	13	02	5	27			10	08
17	5	03	10	22	11	37	9	24	5	25	11	40
18	10	26	6	30			5	27	6	26	1	42
19	14	37	10	32	9	08	5	27			9	23
20	10	12	11	29	5	27	5	57			9	52
21	12	02	8	57	5	27					10	03
22			3	36	5	27	5	27			11	34
23	9	27	7	00	13	02	5	27			5	50
24	7	18			10	00	7	05			9	33
25	9	29	10	20	5	27					11	40
26	14	25	10	00	8	19	7	05			1	42
27	5	24	12	04	9	37	10	10			12	04
28	9	51	7	00	8	28	11	10			9	29
29			10	03	8	57	8	19			7	00
30	9	27	11	04	13	02	7	05			12	10
31			7	00	8	00						

Total Time 250 44 290 01 252 53 240 32 109 51 185 50

Total Actually Paid:

\$50 15 \$58 01 \$50 57 \$48 11 \$21 97 \$37 17

Age 21. Called to testify to a fight between Cook and Gorman.

Hours of Time and Wages of W. Euliss,
Car Service Department as Conductor at 25c Per Hour.
Badge No. 448.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1	10 34	10 39		10 10		
2	10 39	10 39	11 29	10 39		
3	10 39	10 39		10 39		
4	10 39	10 34	10 39	10 39		
5	10 39	11 29	10 39	10 39	10 34	
6	10 39	10 34	10 39		10 39	
7	11 29	10 39	10 39		10 39	
8	10 34	10 39	10 39		10 39	10 55
9	10 39	10 39	11 29		10 34	10 34
10		10 39	10 34		10 46	11 47
11		10 39	10 39		11 11	11 11
12	10 39	10 29			10 34	11 11
13	10 39	10 34	10 39		11 11	11 47
14	11 29	10 39	10 39		11 11	11 11
15	10 34	10 39	10 39			11 11
16	10 39	10 39	11 29		11 47	10 34
17	10 39	10 39	10 34		11 47	11 11
18	10 39	10 39	10 39		11 54	11 47
19	10 39	11 29	10 39		10 34	11 11
20		10 34	10 39		11 47	
21	11 29	10 39		10 34		11 11
22	10 34	11 33		10 39	11 47	11 11
23	10 39	10 39		10 39	11 11	10 34
24	10 39	10 39		10 39	3 18	11 11
25	10 39	10 39	10 39	10 39	11 11	10 53
26	10 39	11 29	10 39	10 39		10 38
27	10 39	10 34	10 39	11 29		10 34
28	11 29	10 39	10 39			10 38
29		10 39	10 39			10 38
30	10 39	10 39				10 34
31		10 39				

Total Time 279 54 333 58 236 38 128 04 203 14 242 32

Total Actually Paid:

\$69 98 \$83 50 \$59 16 \$32 02 \$50 81 \$60 64

Age 40; with Company 12 years. "I felt like we ought to have more wages. Went to Mr. Mahoney. He treated me very cordially (see testimony) October 15. I suggested wages to be 20 cents to 28 cents in seven years. If Company employs a man and the union don't take him, he loses his job. If the finding is for an open shop, I would work with him, but he would be called a scab. I doubt whether you can have an open shop here. Company always treated me right. Am paying for a piece of property. I would work long hours willingly for extra for overtime. I wouldn't be *willing* to work with a non-union man, but would do so if Commission so decided. I would call him a traitor if he didn't join us. I wouldn't have anything to do with him. I don't believe a non-union man can work here with any satisfaction.

Hours of Time and Wages of O. Thomas.
 Car Service Department as Motorman at 22c Per Hour.
 Badge No. 355.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1		10 04	10 22		10 22	
2	10 03	10 04	10 22		10 22	
3	10 03	12 22	6 10		10 22	
4	10 03	11 17	10 22		10 22	
5	12 36	9 51	10 22			
6	10 03	11 17		10 22	10 22	
7	9 51	8 04	10 22		10 22	
8	11 17	5 34	10 22	6 16		10 27
9	6 56	11 57	10 22	10 22		6 10
10	10 03		6 10	10 22	10 22	10 27
11	10 03		10 22	10 22		10 27
12	8 00	9 49	10 22	10 22		10 27
13	10 04	9 08	5 40	9 52	10 22	10 27
14	9 51	9 40		6 10	10 22	10 27
15	11 17	9 40		10 22	10 22	10 27
16	10 04	9 40		10 22	10 22	6 10
17	10 04	9 40		10 22	10 22	10 27
18		9 40		10 22		10 27
19	12 07	9 49		10 22		10 27
20	10 04	9 38			10 22	10 27
21	9 51	10 22			10 22	
22	11 17	10 22		10 22	10 22	10 27
23	10 04			10 22		6 10
24	11 47	5 40				10 27
25	10 04			10 22	10 22	
26	8 54	10 22		10 22	6 10	10 27
27	11 27	6 10		10 22	10 22	6 10
28	4 00	10 22			10 22	10 27
29	11 17	10 22				
30	10 04			10 22		6 10
31		10 22				
Total Time	281 14	251 16	111 18	188 10	192 46	187 35
Total Actually Paid:						
	\$61 88	\$55 28	\$24 48	\$41 40	\$42 40	\$41 47

Age 28; motorman 2 years and 7 months. "In August I was doing special work; I had no gun. I bought a blackjack on my own responsibility. I had no grievance but thought I ought to have better wages.

Hours of Time and Wages of C. Crane,
Car Service Department as a Motorman, at 21c Per Hour.
Badge No. 391.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	8 08	11 14	9 27			
2	11 14	11 14	12 33			
3	11 14	11 55	11 15		9 27	
4	11 14		9 27		12 33	
5	11 14	11 10	9 27			
6	11 14	9 07			9 27	
7	11 14	11 10		11 15	9 27	
8	7 57	11 10	9 27	9 38	2 31	
9	11 14	11 10	12 33	10 47		
10	11 14	11 10	11 15	10 47		
11		11 10	9 27	10 47		9 41
12	11 14	11 11	9 27	10 47		
13	11 14	11 18	9 27	12 33	9 27	
14	11 14	10 12		11 15	9 27	9 41
15	7 32	11 09		10 03	9 41	12 33
16	11 14	9 27	13 51	10 15	9 41	
17	3 09	11 29			9 41	9 41
18	11 14	9 27				9 41
19		12 41			7 32	9 41
20	11 14	12 07			9 41	9 41
21	11 14	9 46		11 15	9 41	9 41
22		9 46			9 41	
23	11 14	4 13		9 27	9 41	
24	11 14	10 30		2 31	9 41	9 41
25	11 14	9 27		9 27	12 33	9 41
26	11 14	12 33		9 27		9 41
27	11 14	11 15		12 33	9 41	7 32
28	11 14	9 27			9 41	9 41
29	9 48	9 27		9 27	9 41	12 33
30					9 41	7 32
31		9 27			9 41	

Total Time 272 28 305 22 127 36 172 14 208 17 146 41

Total Actually Paid:

\$57 22 \$64 13 \$26 81 \$36 17 \$43 74 \$30 72

Motorman 2 years. "I did detail work; I was just to follow Thorpe and Orr and see what they did.

Hours of Time and Wages of R. E. Davis
Car Service Department as Motorman at 20c Per. Hour.
Badge No. 141.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1					10 50	
2			9 44			
3					10 57	
4			11 15		12 23	
5						
6			7 58	13 05	10 57	
7			10 51	10 00	10 55	
8			12 07			
9			10 50	2 19	9 33	10 52
10			10 54	10 48	5 46	
11			11 13		9 26	11 04
12			10 25	7 30	10 20	2 42
13			5 46	3 48		
14			8 06	8 00	11 25	
15			11 44		5 19	
16			12 29		9 39	
17				10 48	4 32	
18			6 10	11 52	12 00	
19			11 37	5 24	10 00	
20			8 14	9 55	11 44	
21			8 51	11 50	5 24	
22			10 04	9 48	11 10	
23			13 41	12 32	3 18	
24			11 17	3 42	9 37	
25		7 24	3 02	11 54	10 41	
26		13 49		15 13	11 07	
27				12 08	2 19	
28		2 42			10 04	
29		14 23		9 36	7 45	2 00
30		6 00		5 15	9 25	
31		4 03			8 51	
Total Time		48 21	206 48	185 27	245 27	26 38
Total Actually Paid:						
		\$9 67	\$41 36	\$37 09	\$49 09	\$5 33
Days off			10	11	4	

Age 24; motorman $3\frac{1}{2}$ years, except 10 months. "In August was on special duty. Long said follow the bunch. I saw no fights except the one in front of Stegemeier's. Except when I did extra work in the pressing parlor I am making more than I ever did in my life. With Link Belt \$11 a week; Mais Auto Co., \$9 a week; Pressing parlor in K. C., \$8.00 a week. Street car at K. C. at 20c; no pay for noon relief. I earn now \$11 a week.

**Hours of Time and Wages of R. A. Staley,
Car Service Department as Conductor, Badge No. 702.**

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10 36	10 09	10 13	11 24		
2	10 09	10 09	10 25	10 15	10 15	
3	10 09	14 06	11 24	10 15	10 15	
4	10 09	10 36	10 14	10 15	10 25	
5	10 09	10 21	10 13			
6	10 09	11 24	1 50	10 25		
7	10 21	10 09	10 13	11 24		
8	10 36	10 09	10 09	10 15	10 15	9 20
9	10 09	10 09	4 18	10 15	10 30	
10	10 09	10 09		10 15	10 15	9 10
11	10 09	10 09		10 15	10 25	8 23
12	10 09	10 21		10 15	11 24	10 15
13	10 09	10 36		11 10	10 15	
14	10 21	10 09		11 24		
15	10 36	10 09		10 15	10 15	10 25
16	10 09	10 13		10 15		
17	10 09	10 13		10 15	10 15	10 15
18	10 09	10 13		10 15	10 25	10 15
19	10 09	10 25	10 15	10 15	11 24	10 15
20	10 09	11 24	14 15	10 25	10 15	10 15
21	10 21	10 13	14 35	11 24	10 15	10 15
22	10 36	10 13	10 15	10 15	10 15	10 25
23	10 09	10 13	10 25	10 15	10 15	11 24
24		10 13	10 36	10 15	10 15	10 15
25	10 09	10 13	10 15	10 15	10 25	10 15
26	10 09	10 25	10 15	10 15	11 24	10 15
27	14 24		14 55	10 25	10 15	12 12
28	10 21		10 15	11 24	10 15	10 15
29	10 36	10 13	10 15	10 15	2 22	10 25
30	10 09	10 13	10 25	10 15	10 15	11 24
31		10 13	11 24		10 15	
Total Time	301 39	303 22	227 23	304 34	252 44	37 08
Per Hour:	21c	21c	21c	21c	21c	21c
						158 30
						22c

Total Actually Paid:

\$63 34 \$63 71 \$47 75 \$63 96 \$53 08 \$42 67

Married; conductor 15 months; earn \$16.28 if I work 7 days. Used to be teamster for Mr Shover; got \$10.50 a week. That's the most I ever made until I went with the company.

Hours of Time and Wages of J. S. Cunningham, Car
Service Department as Motorman at 20 cents
per Hour. Badge No. 537.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1			10 58	7 00		
2			11 15	10 20		
3			3 27	9 01		
4			10 53	10 25		
5			5 20	4 30		
6			11 20	9 41		
7			11 14			
8			10 25	15 00		
9			3 05	17 15		
10			11 17	16 50		
11		4 29	2 43	15 00		
12		10 50	10 17	7 46		
13		9 22	10 55	2 31		
14		5 20	7 05			
15		11 05	10 12	9 51		
16		10 54	10 23	3 10		
17		9 29	9 07			
18		11 13	9 26			
19		4 55	9 46			
20		11 32	11 20			
21		9 17	9 59			
22			10 25			
23		10 23	6 26			
24		9 41	12 30			
25		5 27	9 59			
26		10 45	10 12			
27		8 48	1 42			
28		10 17	9 59			
29		7 18	11 08			
30		9 53	5 34			
31		11 08	12 04			

Total Time 182 06 280 26 138 20

Total Actually Paid.

\$36 42 \$56 08 \$27 67

Motorman—I've worked through the extra list 3 times and am starting now on my 4th time. I always felt there should be shorter hours. After a man works 4 to 5 hours he gets pretty tired. Can work 8 to 10 hours. I want this job back if they make shorter hours. I've worked at Taggarts—averaged \$10 to \$12 a week. Was in hog cholera business. Now Pahuds—Florists—\$14.00 a week. They told me to go to Mr. Mahoney's office and I refused to go.

Hours of Time and Wages of C. L. Chaille, Car Service
 Department as Conductor at 25 cents per
 Hour. Badge No. 590.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		12 20	10 17		10 17	
2	12 20	12 20	10 17		10 17	
3		12 20	11 29			
4	12 20		10 17	10 17	10 17	
5	12 20	12 20	10 17	10 17	11 59	
6	12 20		10 17	10 17	10 17	
7	12 20	12 20	10 17	11 29	10 17	
8		12 20	10 17	10 17	10 17	10 27
9	12 20	12 20	10 17	10 17	10 17	
10	12 20	12 20	11 29	10 17	10 17	10 17
11	12 20	12 20	10 17	10 17	10 17	10 17
12	12 20		10 17	10 17	11 59	10 17
13	12 20	11 29	10 17	10 17	10 17	10 17
14	12 20	10 17	10 17	11 29	10 17	10 17
15		10 17	10 17	10 17	10 17	10 17
16	12 20	10 17	10 17	10 17	10 17	11 59
17	12 20	10 17	11 29	10 17	10 17	
18	12 20	10 17	10 17	10 17	10 17	10 17
19	12 20	10 17	10 17	10 17	11 59	10 17
20	12 20	11 29		10 17	10 17	10 17
21	12 35	10 17		11 29	10 17	10 17
22		10 17		10 17		10 17
23	12 20	10 17		10 17	10 17	11 59
24	12 20	10 17		10 17	10 17	10 17
25	12 20	10 17		10 17	10 17	10 17
26	12 20	10 17		10 17	11 59	10 17
27	12 20	11 29		10 17	10 17	11 59
28		10 17		11 29	10 17	10 17
29	4 10	10 17		10 17	10 17	10 17
30	12 20			10 17		11 59
31					10 17	

Total Time 288 05 289 25 198 59 282 27 294 44 222 55

Total Actually Paid.

\$72 02 \$72 36 \$49 75 \$70 61 \$73 69 \$55 73

Age 29. Conductor 8 years. I joined the union the Friday night before the strike. I thought I ought to have better wages and hours. Mr. Mahoney said he had a report fair week that I was short. Finally said he would give me the benefit of the doubt. I think there should be an arbitration whenever a man is discharged.

Hours of Time and Wages of W. F. White, Car Service
Department as Conductor, at 25 cents per
Hour. Badge No. 474.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1	11 32	11 14	10 25	11 32	10 25	
2	11 40	11 14	10 50	10 25	10 25	
3	11 40		11 32	10 25	10 25	
4	11 40	11 32	11 14		10 50	
5	11 40	10 50	10 25	10 25		
6	11 40	11 32	10 25	10 50	10 25	
7	10 50	11 14	10 25	11 32	10 25	
8	11 32	11 14	10 25	12 10	10 25	
9			10 50	12 10	10 25	
10	11 40	11 14	11 32	14 10	10 25	
11	11 40	11 14		12 07	10 50	
12	6 40	10 50	10 25	11 41	11 04	
13		11 32	10 25	10 50	10 25	
14	10 50	11 35	10 25		10 25	
15	11 32		11 14	11 14	11 20	
16	11 14		10 50	10 25	11 20	
17	11 14		11 32	10 25	11 20	
18	11 14		12 05	10 25	10 50	
19	11 14		10 25	10 25	11 04	
20	11 14		10 25	10 50	11 20	
21	10 50			11 32	11 20	
22	11 32	10 53	10 25	10 25	11 20	
23	11 14		10 50	10 25	11 20	
24	11 14		11 32	10 25	11 20	
25	11 14		10 25	10 25	10 50	
26	11 14		10 25	10 25		
27			10 25	10 50	11 20	
28	10 50		10 25	11 32	11 20	
29	11 32	11 14	10 25	10 25	11 20	
30	11 14	11 14	10 50	10 25	11 20	
31		10 25	11 32		11 20	

Total Time 301 40 179 01 313 03 308 50 316 58

Total Actually Paid.

\$75 41 \$44 76 \$78 26 \$77 22 \$79 25

Age 42. I never had any one say anything out of the way to me. I saw the necessity of saving and have my own home. I've tried to get on the interurban, but I've only made 2 or 3 attempts to get another job. I had a fear I wouldn't make as much at some other employment.

Hours of Time and Wages of R. Belch, Car Service Department as Conductor at 25 cents per Hour. Badge No. 400.

Date	June	July	Aug.	Sept.	Oct.	Nov.
	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min	Hrs Min
1	10 36	10 39	10 39	10 36	10 39	
2	10 39	10 39	10 35	10 39	10 39	
3	10 39	10 39	10 36	10 39	10 39	
4	10 39	10 36	10 39	10 39	10 35	
5	10 39	10 35		10 39	10 36	
6	10 39	10 36	10 39	10 35	10 39	
7	13 17	10 39	10 39		10 39	
8	10 36	10 39	10 39	10 39	10 39	
9		10 39	10 35	10 39	11 30	
10	10 39	10 39	10 36	10 39	11 56	
11	10 39		10 39	10 39	10 28	
12	10 39	10 35	10 39	10 39	10 36	
13	10 39	10 36	10 39	10 35	10 28	
14	10 35	10 39	10 39		10 28	
15	10 36	10 39			10 28	
16	10 39	10 39	10 35	10 39	10 28	
17	10 39		10 36	10 39	10 28	
18	10 39	10 39	10 39	10 39	10 28	
19	10 39	10 35	10 39	10 39	10 36	
20	10 39	10 36	10 39	10 35	10 28	
21	10 35	10 39	10 39	10 36	10 28	
22	10 36	10 39		10 39	10 28	
23	10 39	10 39	10 35		10 28	
24	10 39	10 39	10 36	10 39	10 28	
25	10 39	10 39	10 39	10 39	10 28	
26	10 39	10 35	10 39	10 39	10 36	
27	10 39	10 36	10 39	10 35	10 28	
28		10 39	10 39	10 36	10 28	
29	10 36	10 39	10 39	10 39	10 28	
30	10 39	10 39	10 35	10 39	10 28	
31		10 39	10 36		10 28	

Total Time 300 27 308 20 297 37 276 29 328 43

Total Actually Paid.

\$75 12 \$77 08 \$74 41 \$69 13 \$82 18

I've made monthly payments on a home. My personal relations have been agreeable. I've taken an examination for post office clerk. If I get it, it will pay \$800 a year. I don't know anything I could get and fill now that would pay me as well as my present wages.

Hours of Time and Wages of Joe Smith, Shop Department
as Car Inspector at 20 cents per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10	11	11	11	13	
2	10	10	10	11	13	
3	10	10	10	11	13	
4	10	10	10	10	13	
5	10	10	11	11	13	
6	10	10	10	10	15	
7	10	10	10	17	13	
8	10	10	10	11	13	
9	10	10	10	10	13	13
10	10	10	11	10	13	13
11	10	10	10	10	13	13
12	11	10	10	10	14	13
13	15	11		10	13	13
14	10	10	10	10	13	13
15	10	10	10	11	13	13
16	10	10	10	12	13	13
17	10	11	11	10	13	13
18	10	10	11	10	13	13
19	11	10	10	10	13	13
20	10	11	11	10	13	13
21	10	10	10	10	14	13
22	10	10	11	23	13	13
23	10	11	10	11	13	13
24	10	11	23	11	13	13
25	12	11	11	10	13	13
26	10	10	11	23	13	13
27	23	11	11	13	13	13
28	10	10	11	13	13	13
29	11	23	10	13		13
30	11	10	10	13	13	13
31		12	15			

Total Time 314 323 329 345 380 286

292 hours at 20c 21c 21c 21c 21c 22½

22 hrs. at 21c

Actual Wages Paid:

\$63 02 \$67 83 \$69 09 \$72 45 \$79 80 \$64 35

Car Inspector with company over 3 years. I work night and 13 hours. I have worked 36 hours without relief. Night men in all other power houses work 12 or 13 hours. We have a rush from 7 to 8—then 12 to 2. Last car comes in at 1:42. From 3 until morning not much to do. Used to be a switch and brakeman. Quit to come to shops. Made more as a brakeman, but it was dangerous and wife didn't want me to do it. Can't say whether I would rather have my job or be on the railroad.

Hours of Time and Wages of John Boehn, Shop Department as Inspector at 21 cents per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	13	13	13	13	11	
2	13	13	13	13	11	
3	15	14	13	13	10	
4	13	13	13	13	10	
5	13	13	13	13	12	
6	13	13	14	13	12	
7	13	13		13	11	
8	13	13		13	11	
9	13	13	13	13	11	16
10	13	13	13	13	10	11
11	13	13	13	13	10	10
12	13	13	13	13	11	10
13	13	13	13	13	11	10
14	13	13	13	13	11	10
15	13	13	14	13	23	10
16	13	13	13	13	10	11
17	13	13	13	13	10	10
18	13	13	13	13	10	10
19	14	13	13	13	11	10
20	13	13	13	13	10	13
21	13	13	13	13	11	10
22	13	13	13	13	11	10
23	13	13	13	13	11	10
24		13	13	13	10	10
25	13	13	13	13	10	10
26	13	13	13	23	11	10
27	13	13	13	10	11	10
28	13	13	13	10	10	10
29	13	13		11	23	10
30	13	13	13	11	10	10
31		13	13		15	
Total Time	380 21c	404 21c	366 21c	390 358 hrs. at 21c 32 hrs. at 22½c	359 22½c	231 24c

Wages actually Paid.

\$79 80 \$84 84 \$76 86 \$82 38 \$80 77 \$55 44

Increase in rate from 21 cents to $22\frac{1}{2}$ cents per hour, September 28, 1913. Increase in rate from $22\frac{1}{2}$ to 24 cents per hour, November 9, 1913.

Inspector 5 years—work 10 hours—7 days. Wife and 3 children. I get 24 cents straight time and think I ought to have extra for overtime. Inspect eight cars a day with 2 men. We have enough men, but some days are rushed. In bad weather we may have to work overtime an hour or two and at times in emergency cases day and night. Used to be night man and work 13 hours. Now I work day and 10 hours. Was changed by my boss because my wife was sick. Started as a car washer at 15 cents. Was a baker by trade—worked at it 8 years and got 23 cents—quit it because of health.

Hours of Time and Wages of Alonzo Isaac Campton, Shifter and Reading Register Statements.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	12	12	12	12	12	18
2	12	12	12	12	12	
3	12	12	12	12	12	
4	13	12	12	12	12	
5	12	12	12	12	12	
6	14	12	12	12	12	
7	12	12	12	12	12	
8	12	12	12	12	12	12
9	12		12	12	12	12
10	12		12	12	12	12
11	13		12	13	13	12
12	12		12	12	12	12
13	13	12	12	12	12	12
14	12	12	12	13	12	12
15	12	12	14	12	12	12
16	12	12	12	12	12	12
17	13	12	12	14	12	12
18		13	12	12	13	12
19	12	13	12	12	12	12
20	12	13	12	12	12	12
21	12	13	12	12		12
22	12	12	12	12		12
23	12	12	12	12	12	12
24	12	12	12	12	12	12
25	12	12	12	12	13	12
26	12	12	12	12	13	12
27	12	12	13	13	12	12
28	12	12	12	12	12	12
29	12	12		12	11	12
30	13	12	12	12	12	12
31		12	12		12	

Total Time 354 328 363 365 343 294

341 hrs. at 15 cents, 276 hrs. at 15 cents, 350 hrs. at 15 cents, 352 hrs. at 15 cents, 317 hours. at 15 cents, 13 hrs. at 16 2-3 cents, 52 hrs. at 16 2-3 cents, 13 hrs. at 17 6-7 cents, 26 hrs. at 17 6-7 cents.

Wages Actually Paid:

\$53 23 \$50 06 \$51 82 \$55 12 \$53 39 \$44 10

Hours of Time and Wages of James Fisher, Shop Department as Car Inspector at 21 cents per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10	11	11	11	10	
2	11	10	10	11	10	
3	10	10	11		10	
4	10	10			10	
5	10	10			10	
6	10	23	11		10	
7	10	11	11			
8	10	11	11			
9	10	11	10	10	10	12
10	10	10	16	10	10	
11	10	10	10	10	10	10
12	10	10	11	10	11	
13	10	10		10	10	11
14	10	11		10	10	4
15	11	10		12	11	10
16	10	10		11	10	10
17	11	10		11	10	4
18	11	11	11	10	10	10
19	10	10	10	11	10	10
20	10	10	11	10	10	
21	10	10	11	5	10	10
22	10	11	10	10	11	10
23	10	11	10	10	10	10
24	23	11	16	23	10	9
25	12	12	11		10	10
26	11	10	24	10	11	10
27	10	16	11	10	10	10
28		11	10	12	10	11
29		11	10	10	10	10
30	16	10	10	10	10	10
31		12	10		16	

Total Time 306 344 277 245 290 181

Rate 21c 21c 21c 21c 21c 23c

Wages Actually Paid.

\$64 26 \$72 24 \$58 17 \$51 45 \$60 90 \$41 63

Increase in rate from 21 cents to 23 cents per hour. Nov.
9, 1913.

Age 36. Live with and support mother. Been with company 4 years. I put away the trippers, get the car reports and do repair work. I also go out on wreck car at times. I make 23 cents—\$69.00 a month for 30 days and \$71.00 a month for 31 days. Used to be bridge repairer, but came here to be with my mother. I didn't hunt for a job. A relative told me of this, and I took it the second day after I got here.

Hours of Time and Wages of Michael Keifer Electrical
Helper at 19c per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1			15		10	
2			10	10	10	
3				10	10	
4			15	10	10	
5			15	10		
6			10	10	10	
7			10		10	
8			15	10	10	
9			10	10	10	10
10				10	10	10
11			15	10	10	10
12			15	10		10
13			10	10	10	10
14			15		10	10
15			15	10	10	10
16			10	10	10	
17				10	10	10
18				10	10	10
19				10		10
20				10	10	10
21					10	10
22				10	10	10
23				10	10	
24				10	10	10
25			15	10	10	10
26			10	10		10
27			10	5	10	
28			10		15	10
29			10	10	10	10
30			10	10	10	
31		10			10	
Total Time		10	245	245	275	180
Wages Actually Paid						
		\$ 1.90	\$46 55	\$46 55	\$52 25	\$34 20

Age 32; electrician's helper; sometimes we have to work outside and the water drips down my neck. I always thought we were entitled to more pay.

I asked Mr. Mahoney for a recommendation once when I quit and he said just to refer to the company, we don't give any letters. At that time I was quitting as a conductor. I had been a lineman before. Three days after I quit the company gave me this job. I tried ten places and found all full. I was contented to take this place. I considered it satisfactory. I don't like to work outside.

Hours of Time and Wages of O. Coons, Pit Man at 25c per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10	15	10	10		4
2	15	10	10	15		
3	15	10	11	10		
4	10	10	15	10		
5	15	10	15	10		
6		10	10	10		
7	10	15	10	10		
8	10	15	10			
9	10	14 30	4			10
10	15	15				10
11	10	15	15			10
12	10	10	15			10
13	15	6 30	10			11
14	10	15	15			10
15	10	15	15			10
16	16	10	10			10
17	15	8 30	10			10
18	10	15	10			10
19	10	10	14			10
20	15	7	10			10
21	10	15				10
22	5	15	15			10
23	10	10	10			10
24	15	15	9			10
25	10	15	10			10
26	10	10	10			10
27	13	10	11			10
28	10	15	15			9 30
29		10	10			10
30	15	10	10		10	
31		10	2 30		10	

Total Time 329 371 30 321 30 75 20 214 30

Wages Actually paid

\$82 25 \$92 88 \$80 38 \$18 75 \$ 5 00 \$53 63

Pit man; get 25c; worked 6 years; all thought we should have a little more money; not worth while to speak of it, because we all got raised about a year ago. The pit man should keep his pit clean; if it fills up, it is his fault.

Hours of Time and Wages of Edw. Traub, pit helper at
19c per hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1			14 30	10	10	
2			10	15	10	
3				10	10	
4			15	12 30	10	
5			15	10		
6			10	10	15	
7			10		15	
8			10	10	10	10
9			10	10		10
10				5	10	10
11			15	10	10	10
12			15	10	9 30	10
13			10	10	10	10
14			15	10	15	10
15			15	10	10	10
16			10	10	10	
17			10	10	10	10
18			10	10	10	10
19			10	10		10
20			10	10		10
21			15		10	10
22			15	10	10	10
23			10	10	10	10
24				10	10	10
25			10		10	10
26			10	10	7	10
27			10	10	10	
28				10	15	
29			10	10	10	10
30			10	10	10	10
31			10		10	
Total Time			314 30	281 30	286 30	260
Wages Actually Paid			\$59 76	\$51 58	\$54 44	\$49 40

Carried on pay roll as Edw. Traub; pit helper; support two sisters; not married; I never had a grievance until the present time; I have only worked since August. Those were the best wages I could get. I had been in storeroom of P. & E. at 15c. I've been working in Indianapolis 15—18 years and have never made any more than 19c. We get time and a half for overtime. I looked for other jobs but could find no other that suited me.

Hours of Time and Wages of Edw D. Spillman as Pit Man
at 23c per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10	15	15	10	10	
2	15	10	10	15	10	
3	15	15	10	10	10	
4	10		15	12 30	10	
5	15	10	15	10		
6	10	10	10	10	14 30	
7	10	15	10		15	
8		15	10	10	10	
9	16	10	10	10	10	10
10	15	15		3 30	10	10
11	10	10	15	10	10	5
12	5	10	15	10	10	10
13	15		10	10	10	7 30
14	10	15	15	10	15	8 30
15	10	15	15	10	10	10
16	15	10	10	11 30	10	
17	15	4	10	10	10	10
18	10	15	10	10	10	10
19	10	10	10	10		10
20	15	10	10	10	10	3 30
21	10	15	15		9 30	10
22		10	15	10	9 30	10
23	10	10	10	10	11	10
24	15	15		10	10	11
25	10	10	10	10	10	10
26	10		10	10	10	10
27	10		10	9 30	10	
28	10	15	15	9 30	15	10
29	10	10	10	10	10	10
30	15	10	10	10	9 30	10
31		10 30	10		10	
Total Time	331	319 30	340	281 30	309	185 30
Wages Actually Paid	\$76 13	\$73 48	\$78 20	\$64 74	\$71 07	\$42 66

Carried on pay roll as E. D. Spillman ; Worked for company three years. I've asked several times for more money and foreman said he would see what he could do. In winter time there is water in the pit. They could put drain pipes in the pit. It is common aborers' work in the pit. I started as helper at $17\frac{1}{2}c$; became pit man at $21c$, now $23c$. Used to be a conductor at $20c$; went into shop on account of sickness of wife so could be home at night. The pit man generally dips the pit out. I am making the highest wage I ever made.

Hours of Time and Wages of B. J. Brown, Shop Department as Pit Man.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1				10	10	2 30
2				15	10	
3				10	10	
4			7 30	15	10	
5				10		
6			10	10	15	
7			10		15	
8			10	10	10	9 30
9			10	10	10	10
10			10	10	10	10
11			10	10	10	10
12				10	10	10
13				10	10	10
14					15	10
15			10	15	10	10
16			10	11 30	10	
17				10	10	10
18			10	10	10	10
19			10	10		10
20			10	10	10	10
21			15	10	10	10
22			15	10	10	10
23			10	10	10	10
24			10	10	10	10
25			10	10	10	10
26			10	10	11	10
27			10	10	10	10
28			11 30	10	15	10
29			10	9 30	10	10
30			10	10	10	10
31			13 30		10	
Total Time			242 30	296	311	222
			17½	17½	40@17½	@19c
Changed from Roustabout to Pit Helper					271@19c	
Wages Actually Paid						
			\$42 49	\$51 20	\$58 49	\$42 19

Wife and five children; I get 19c for 10 hours. I work every other Sunday. I worged in the shop, taking out armatures and wheels. Most pits are in fair shape. I've just worked for the company since July. I haven't worked long in the pits. I was a roustabout before. Before I went with the company I worked at the Sanitary Can company and got 20c.

Mrs. Elenor Brown:

My husband is B. J. Brown, a pit helper. I have five children; ages 3 to 16 years. My husband makes 19c an hour. We live in a four room double. Pay \$7.50 a month rent. I pay out the money. I get the children's clothes at the Salvation Army. I buy for cash. I have to make our grocery bill come within one dollar a day. I am 32, my husband is 37. We have not saved. Our furniture was carried away in the flood. I get butter from the country. I go to the cut rate meat market. Get salt strips of pork for 7c and boiling beef for 11c. I pay 20c for coffee. Boiling meat at the grocery would cost 18c to 20c. My husband has one Sunday off each month. He takes all his meals at home.

Hours of Time and Wages of Thomas O'Connor, Shop Department, as Pit Man, at 19c Per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						10
14						10
15						10
16						10
17						10
18						10
19						10
20						10
21						10
22						10
23						10
24						11
25						10
26						10
27						10
28						10
29						10
30						10
31						10
Total Time						181 00
Wages Actually Paid						\$34 39

Was pit man four years and seven months until the day before the flood. Began again November 15. I first started at 17½c and worked up to 24c. Resigned; went back at 19c; I began again after the strike; I quit because I thought I would be an automobile man. I joined the union the day before I went to work but I had the job first.

Hours of Time and Wages of Edw. Winters, Shop Department Pit Man at 25 per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		15	15	9	10	2 30
2	15	10	10	15	10	
3	15	15		10	10	
4	10	9	15	15	10	
5	14 30	9	15	10	9	
6	10		10	10	15	
7	9	15	10	9	12 30	
8	9	15	10	9	9	11 30
9	15	10	10	10	10	9
10	15	15	9	10		9
11	10	15	15	9	10	10
12	10	10	15	10		10
13	15	9	10	10	8	10
14	10	15	14		15	10
15		14	15	10	10	10
16		10	10		10	9
17		10		10	10	10
18	10	15	10	10	10	10
19	10	10		10	9	10
20	15			10	10	10
21	10	15	15	9		10
22	9	15		10	10	10
23	10		10		10	
24	15		8 30	10	10	10
25	5		10	9	10	10
26	10		10	10		10
27	10		10	10	10	9
28	10	14	15		15	10
29		10	10	10	10	10
30	14	10	10	10	10	
31		10			8	
Total Time	285 30	295 00	291 30	264 00	280 00	210 00
Wages Actually Paid	\$71 38	\$73 75	\$72 88	\$65 50	\$70 13	\$52 51

Pit man; work 10 hours; get 25c. Wife and two children. I want better wages; I've asked for more money; shop foreman said he would see about it; he talked courteously. Began 13 years ago at 15c; 11 years ago became pit man at 17½c; 10 years ago raised to 20c; 6 years ago raised to 22½c; Jan. 1, 1913, raised to 25c.

Hours of Time and Wages of M. Underwood, Shop Department, Pit Man, at 17½¢ Per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		9 30	10		10	2 30
2	10	10	10	10	10	
3	10	14 30		10	10	
4	10		10	10	10	
5	10	10	10	10		
6	10		10	10	10	
7	10	10	8 30		10	
8		15	10	10	10	10
9	10	10	10	10	10	9 30
10	10	10		10	10	10
11	10	10	10	10	10	10
12	10	7	10	10		10
13	10		10	10	10	10
14	10	10	10		7	10
15		9 30	10	10	10	10
16	10	10	10	10	10	
17	10	10		10	10	10
18	10	10	10	10	10	10
19	10	10	10	10		10
20	10		10	10	10	10
21	10	10	10		10	10
22		10	10	10	10	10
23	10	10	10	10	10	
24	10	10		10	10	10
25	10	10	10		10	10
26	7	10	10	10		10
27	10		10	10	10	
28	10	10	10		10	10
29		10	10	10	10	10
30	10	10	10	10	9 30	
31		10				
Total Time	247	265 30	258 30	240	256 30	192
Wages Actually Paid	\$43 23	\$46 46	\$45 24	\$42 00	\$44 89	\$33 60

The Name "M. Underwood," only appears on the pay rolls as controller man and wireman . Ollie Underwood does not appear on pay roll between the 1st day of June and November 30th.

Age 31; wife and one child. For overtime at night I get time and one-half, but not on Sunday or holidays. Rent \$9.00; grocery bill \$7 to \$7.50 a week. Brother boards with me and pays \$3.50 a week. At this time jobs are scarce. I hope to make a better job of it. I've had a common school education. Thousands of men are seeking work.

Hours of Time and Wages of Earl R. Elder
As Welder, at 27½¢ Per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		10	15	10	10	2 30
2	10	10	10	10	10	
3	10	10	4 30	10	10	
4	10		10	8	10	
5	10	10	10	10		
6	10	5	10	10	10	
7	10	10	10		10	
8		10 30	10	10	10	
9	15	10	10	10	10	
10	15	10		10	10	10
11	10	10	15	10	10	10
12	10	10	15	10		10
13	15		10	10	10	10
14	10	10	10		15	10
15		10	15	10	10	10
16	10	10	10	10	10	
17	7 30	10		10	10	10
18	10	10	10	10	10	10
19	10	10	10	10		10
20	10		10	10	10	10
21	10	10	15		10	10
22		10	15	10	10	10
23	10	10	10	10	10	
24	15	15		10	10	10
25	10	10	10	10	10	10
26	10	10	10	9		10
27	10		10	10	10	
28	10	10	15		10	10
29		10	10	10	10	10
30	10	10	10	5	10	
31		5			10	
Total Time	267 30	265 30	294 30	252	275	170
Wages Actually Paid:						
	\$73 43	\$72 88	\$80 85	\$69 30	\$75 62	\$47 75

Carried on payroll as R. Elder. "I get $27\frac{1}{2}c$. I lost an eye at the Beveridge Paper House. I've had to work five Sundays in two years. We used to have time and a half for overtime, but they took that away. I have made \$17 50 to \$20 a week as an engineer but didn't like it. Began with this company as roustabout at $17\frac{1}{2}c$. If a man looks after the device there is no danger.

Hours of Time and Wages of Chas. Loener,
Cabinet Maker, at 27½c Per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		10			10	10
2	10	10		10	10	
3	10	10		10	10	10
4	10		10	10	10	
5	10	10	10	10		
6	10		10	10	10	
7	10	10	11		10	
8		10	10	1 30	10	
9	10	10	10	10	10	
10	10	10		10	9	10
11	10	10	10	10	5	15
12	10	10	10	10		10
13	10		10	10	10	10
14	10	10	10		3 30	15
15		10	10	10		10
16	10	10	10	10	10	
17	10	10		10	10	10
18	10	10	10	10	10	10
19	10	10	10	10		10
20	10		10	10	10	10
21	10	10	10		10	10
22		10	10	10	10	10
23	10	10	10	10	10	
24	10	10		10	10	10
25	10	10	15	10	10	10
26	10	5	10	10		10
27	10		10	10	10	
28	10		10		10	10
29			10	10	10	10
30	10		10	10	10	
31					10	
Total Time	250	215	246	241 30	247 30	200
Wages Actually Paid:						
	\$68 75	\$59 12	\$67 65	\$66 28	\$67 93	\$55 00

Age 55; with company 14 years; wife and two children; have had five children. "I bought a house; have paid off on it except \$200 to \$300. I pay \$15 a month on it, but now I'm behind in my payments. We ought to have an increase. I couldn't get along except that my wife takes in washing. (Compare this statement with his wage account above to see how steadily he works.)

Hours of Time and Wages of Rudolph Buhler,
Shop Department, as Carpenter, at 25c Per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		10	10		10	10
2		10	10	10	10	
3		10		10	10	
4			10	10	10	
5		10	10	10		
6			10	10	10	
7		10	10		10	
8		10	10	10	10	
9		10	10	10	10	9
10		10		10	10	10
11		10	10	10	10	10
12		10	10	10		9 30
13			10	10	10	10
14		10	10		10	10
15		10	10	10	10	10
16		10	10	10	10	
17		10		10	10	10
18		10	10	10	10	10
19		10	10	10		10
20			10	10	10	10
21		10	10		10	10
22		10	10	10	10	10
23	10	10	10	10	10	
24	10	5		10	10	10
25	10	10	10	10	10	10
26	10	10	10	10		10
27	10		10	10	10	
28	10	10	10		10	10
29		10	10	10	10	10
30	10	10	10	10	10	
31		10			10	
Total Time.	70	255	260	250	270	188 30
Wages Actu-						
ally Paid.	\$17 50	\$63 75	\$65 00	\$62 50	\$67 50	\$47 13

Age, 64. Carpenter. Here four years. I don't work overtime or on Sundays or holidays. My wages don't keep me. I have \$160 a year beside my wages. I worked for the company before as a carpenter at 22½c. Then to Big 4; began at 20c; there fifteen years and worked up to 25c. Left Big 4 to come to street railway and have been getting 25c all the time. I would rather work straight wages than piece work. House carpenters are out of work two or three months each year. I didn't like the way the house carpenter foremen work in this city.

Hours of Time and Wages of M. McHugh, Shop Department as Car Inspector at 20 cents per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	10	11	11		10	
2		10	10		10	
3	10	10	11	11	10	
4	23	10	10		10	
5		10	11		10	
6	10	11	11		10	
7	10	11	11		10	
8	10	11	10		10	
9	10	11			10	10
10	10	10	10		10	10
11	10	11	10		10	10
12	10	10	10		10	7
13	10	11	15		10	10
14	10	11	10			
15	10	10	10			10
16		10	10			10
17		10	11		10	5
18		10	11		10	10
19		10	10		10	10
20		11	10		10	
21		10	11		10	10
22		11	10		10	10
23	10	11	10		10	11
24	10	11	16		10	10
25	12	12	11		10	11
26	11	10	18		10	10
27	11	10			10	10
28	10	10			10	10
29	23	11		10	10	10
30	14	10		10	10	10
31		12			15	

Total Time 244 327 279 31 285 194

Rate at 20c 198@20c 21c 21c 21c 23c

129@21c

Wages Actually Paid.

\$48 80 \$66 69 \$58 59 \$6 51 \$59 85 \$44 62

Increase in rate from 20 cents to 21 cents per hour, July 20th, 1913. Increase in the rate from 21 cents to 23 cents per hour, November 9, 1913.

Inspector; with company 3 years. I would like to have pay for overtime. Was an iron moulder, but had to quit on account of my back. Before I came to this company I earned 15 cents. Began here at 16 cents and have worked up to 23 cents. I couldn't do any better elsewhere.

Hours of Time and Wages of Wm. S. Ross, Shop Department
Air Inspector at 27½ c per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		12	10	10	10	2 30
2		10	10	10	10	
3		10	5	10	10	
4		10	10	10	10	
5		10	10	10	5	
6		5	10	10	10	
7		10	10	5	10	
8		10	10	5	10	
9		10	10		10	10
10		10	5	10	10	10
11		10	11 30	11	10	10
12	11 30	10	10	10	5	11
13	10	5	10	10	10	10
14	10	10	10	5	10	10
15	5	10	10	10	10	10
16	11 30	10	10	10	10	5
17	10	10	5	10	10	5
18	11 30	10	10	10	10	10
19	10 30	10	10	12 30	5	10
20	10	5	10	10	10	10
21	10	10	10	5	10	10
22	5	10	10	10	10	10
23	10 30	10	10	10	10	5
24	10	10	5	10	10	10
25	12 30	10	10	10	10	10
26	10	10	10	10	5	5
27	10	5	10	10	10	
28	10	10	10	5	10	
29	5 30	10	10	10	10	
30	10	10	10	10	10	
31		10	5		10	
Total Time	183 30	292	286	268 30	290	163 30
Wages Actually Paid.	\$50 33	\$80 30	\$78 65	\$73 70	\$79 75	\$44 82

Air inspector; wife; no children. I think I ought to have a raise. Worked for company once before as a car washer at $17\frac{1}{2}$ c. Then in power house at $17\frac{1}{2}$ c. Then helper to air inspector at 20c. "These are the highest wages I ever made."

Hours of Time and Wages of J. Forsee,
Shop Department, as Painter, at 25c per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		10	10		10	10
2	10	10	10	10	10	
3	10	10		10	10	
4	10		10	10	10	
5	10	10	10	10		
6	10		10	10	10	
7	10	10	10		10	
8		10	10	10	10	10
9	10	10	10	10	10	
10	10	10		10	10	10
11	10	10	10	10	10	10
12	10	10	10	10		10
13	10		10	10	10	10
14	10	10	10		10	10
15		9 30	10	10	10	10
16	10	10	10	10	10	
17	10	10		10	10	10
18	10	10	10	10	10	10
19	10	10	10	10		10
20	10		10	10	10	10
21	10	10	10		10	10
22		10	10	10	10	10
23	10	10	10	10	10	
24	4	10		10	10	10
25	5	10	10	10	10	
26	10	10	10	10		
27	10	10	10	10	10	
28	10	10	10		10	10
29			10	10	10	10
30	10	10	10	10	10	
31		10			10	
Total Time.	239	259 30	260	250	270	170
Wages Actu-						
ally Paid.	\$59 75	\$64 88	\$65 00	\$62 50	\$67 50	\$42 50

Age, 47. Married; six children. With company three years. Get 25c. Ten hours. A petition was circulated in the shop—like the spokes of a wheel. I signed it. It was asking for more money. It looked like boys' play to me. It was never presented to the company. I never talked to Mr. Clark. Painted piecework at Kingan's and made more than I do now. It didn't last long. Worked at Jeffersonville Car Works at \$1.80 a day.

Hours of Time and Wages of Oscar Skinner,
Motorman, Track Department.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		11	11	11	11	6
2	11	11	11	11	11	
3	11	11		11	11	
4	11		11	11	11	
5	11	11	15	11		
6	11		11	11	11	
7	11	11	11	11	11	
8	10	11	14	11	11	
9	11	12	11	11	11	
10	15	11		11	11	
11	11	11	11	11	11	
12	15	11	11	11		
13	11	10	11	11	12	11
14	11	11	11		11	11
15	10	11	11	11	11	10
16	11	11	11	11	10	
17	12	11		11	8	10
18	11	11	11	11	11	11
19	12	11	11	12		11
20	11		11	11	11	11
21	11	11	11		11	11
22		11	11	11	11	10
23	11	5	11	11	11	
24	11			11	11	11
25	11	11	11	11	11	11
26	11	11	11	11		11
27	11		11	11	11	
28	11	11	11		11	4
29	10	11	11	11	11	11
30	11	11	11	11	11	8
31		11	11		11	
Total Time.	315	280	304	298	294	150
Rate.....	at 21c	at 21c	at 21c	at 21c	at 21c	at 21c
					8 at 17½c	
Total Wages						
Paid....	\$66 15	\$58 80	\$63 84	\$62 08	\$61 74	\$32 90

Work-car motorman, two years; 21c. Work 10 to 11 hours a day. First worked for company on track, 17½c; then trolley boy, 17½c; then motorman in 1912 at 19c. Raise and advance in June brought him to 21c. Used to be coal miner; wife objected. Then on railroad, but didn't like to work with Dagoes. Then shoveled coal at \$60 a month. Didn't like to shovel coal in hot weather.

Hours of Time and Wages of Charles Engle,
Motorman, Track Department.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1		11	12		11	10
2	11	12	11	11	13	
3	11	12		11	13	
4	11		13	12	14	
5	11	11	12	12		
6	11			11	12	
7	11	11	17	11	12	
8		11	12	11	12	
9	12	12	12	11	12	
10	16	12		16	12	9
11	12	12	12	11	12	9
12	17	12	11	11	11	9
13	16	12	11	10	12	9
14	12	11	12	8	12	9
15	9	11	12	12	12	10
16	11	11	12	12	11	8
17	15	22		12	11	9
18	11	12	12	12	12	9
19	11	11	12	12		9
20	11		12	12	11	9
21	10	11	12		12	9
22	11	11	12	13	7	9
23	11	12	12	11	11	
24	11	5		12	12	10
25	10	12		12	12	10
26	10	12	12	12	9	12
27	11	11	12	13	12	
28	11	11	12		12	10
29	10	12	11	12	12	10
30	12		11	11	11	8
31			11		11	
	326	303	289	314	336	167
Rate.....	at 23c	at 23c	at 23c	at 24c	at 24c	at 24c
			11 at 24c		20 at 17½c	
	\$74 98	\$69 69	\$69 11	\$75 36	\$80 64	\$43 58

Motorman, work train. I earn \$16.84 for six days, eleven hours each. I work extra in the rush season. I joined on November 1, on Saturday. I soaked my watch to join. Last work before was driving coal wagon at \$12 a week. I never made as much at any other job. I never worked five years at any other job.

Hours of Time and Wages of William L. Lawler,
Power Station Department, as Engineer, at 25c per Hour.

Date	June Hrs Min	July Hrs Min	Aug. Hrs Min	Sept. Hrs Min	Oct. Hrs Min	Nov. Hrs Min
1	14	14	14	7	12	24
2	14	14	14	12	12	24
3	14	14	14	12	12	24
4	14	14	7	12	12	12
5	14	14	12	12	12	12
6	14	14	12	12	12	12
7	14	7	12	12	12	12
8	14	12	12	12	12	12
9	7	12	12	12	12	12
10	12	12	12	12	12	19
11	12	12	12	12	12	14
12	12	12	12	12	12	14
13	12	12	12	12	19	14
14	12	12	12	12	14	14
15	12	12		19	14	14
16	12	12		14	14	14
17	12	12	12	14	14	14
18	12	12	19	14	14	14
19	12	12	14	14	14	
20	12	12	14	14	14	
21	12	19	14	14	14	14
22	12	14	14	14	14	14
23	19	14	14	14	14	
24	14	14	14	14	14	
25	14	14	14	14	14	
26	14	14	14	14	14	
27	14	14	14	14	7	
28	14	14	14	14	12	
29	14	14	14	7	12	
30	14	14	14	12	12	
31		14	14		12	
Total Time.	392	406	382	383	400	303
Wages Actually Paid.	\$98 00	\$101 50	\$95 50	\$95 75	\$100 00	\$75 75

Been with company thirteen years. Been engineer eleven years. My wages are \$22.75 a week. At Merchants' one man gets \$22.50 a week ; others \$18. At Indianapolis L. and H. Company engineers get \$80 to \$90 a month. My physical labor is limited to repair work.

GETTING THE GANG TOGETHER.

From the examination of MR. THORPE:

Cross-examination—Questions by MR. LATTA:

143. Q. By attending these various meetings, what were you aiming to do?

A. I was aiming to conduct my affairs here in organizing the street car men in the city of Indianapolis, which I believe I accomplished.

144. Q. What did all these various meetings have to do with this organizing of the men?

A. I was in there talking to these men and working along that line, as I understood you people had women going in my room and searching my room to find out who were the members of my organization and find out how they were getting men, and in place of my riding out on the cars and organizing these men, we had about eighteen thousand other men doing the work, and your people were standing around on the corner and you were paying them four dollars a day for learning nothing.

MR. CLARK: That is not an answer to the question.

145. Q. My question is, what was your object in going to and addressing all these meetings with the allied trades?

A. Simply to ask these men to assist in organizing the street car men of this town.

146. Q. Now, on the morning after the strike was called, there were a large number of men congregated at the Labor Temple, were there not—on Saturday morning?

A. I suppose there was quite a bunch there, and there was quite a bunch of the street car men there that morning.

147. Q. There was a large number of men—four or five thousand men on the street that morning, was there not?

A. We had a meeting of our men that morning. I don't know how many were out on the street. I was up in the hall conducting the meeting.

148. Q. The men that you got about you at the time of the strike, and who broke up the cars and committed the violence, were men that you had drawn about you by attending these various meetings of the labor organizations, were they not?

MR. CLAWSON: We object to that question, for it is assuming that the men—Mr. Latta assumes that it was the men who Mr. Thorpe got about him who broke up the cars.

CHAIRMAN DUNCAN: Yes, I think the question contains an assumption.

149. Q. There was a crowd of four or five thousand men on the street the morning after that strike was called, wasn't there?

A. I couldn't say, as I told you once before. I was up in the hall conducting a meeting. I wasn't standing on the street watching the crowd.

150. Q. I suppose you went out of the hall some time that day, didn't you?

A. I didn't go out until I went over to the hotel.

151. Q. What time was that?

A. I couldn't tell you.

152. Q. When you went out, did you see a large number of men?

A. There was some standing around the street, sure.

153. Q. And you know, of your own knowledge, that during that morning there was a large amount of property destroyed, of the Street Railway Company?

A. I couldn't say. I didn't see a single car win-

dow mashed. I saw some cars with the windows broke, but I didn't see it done, and I want to state there, for the benefit of the Commission, that we advised all the men of organized labor to commit no violence.

154. Q. Oh, yes, I understand that.

A. And I know that you are trying to make somebody think that we agitated this, but we didn't.

MR. CLAWSON: Just answer the question and then stop.

155. Q. The men who were on the street on Saturday, at the time that those cars were bursted up, came from the various organizations that you had been addressing since early in September?

A. I couldn't say that, for I don't believe they did.

156. Q. Where did they come from?

A. God knows; I don't. They told me there was some boys, twelve or thirteen years old, done that, and not only that, but some of the sluggers you had yourselves employed broke some of those windows, and some of the strikebreakers you brought in here broke the windows of the cars.

157. Q. You want the Commission to believe that?

A. Well, I do. And you people know very well, yourselves, that it was done.

158. Q. Now, I want to ask you, is that what is meant by your statements contained in the report of your General Executive Board, that your organization is strong enough that it can make it so expensive for a street railway company that they have to comply with your demands?

A. Well, you can interpret that as you please. We feel that our organization is strong enough to protect our members.

CALLING THE STRIKE.

From the examination of MR. THORPE:

Cross-examination—Questions by MR. LATTA:

174. Q. Who appointed the committee that went to see Mr. Todd one day before the strike was called?

A. They were some of the employes themselves appointed a committee.

175. Q. Who did it?

A. I can't recall the names at that time—they were strangers to me, at that time, practically.

176. Q. Have you, in your possession, or is there anywhere, a record of that meeting?

A. I don't know whether there is a record of the meeting or not. They simply met there in the Labor Temple, and the committee was appointed to present the demands to Mr. Todd.

177. Q. When was that meeting held?

A. On the same day the grievance was presented to Mr. Todd.

178. Q. Was that the first meeting that had been held?

A. No, sir. There was some meetings held before that.

179. Q. Were there records of those meetings?

A. No, sir. We didn't think it was necessary to keep them at that time.

180. Q. How many were present when that committee was chosen?

A. I couldn't tell you, because I haven't any idea.

181. Q. Were there five?

A. No, sir; I didn't count them.

182. Q. Would you say there were as many as five?

A. I couldn't say whether there was five, or two or three,

or a dozen, but I know these men were picked out as a committee to go to Mr. Todd.

183. Q. You are not willing to say there were as many as five present?

A. I can't say whether there was five or a dozen, because I didn't count them. I know there was enough there to present the demands to Mr. Todd, and they was appointed.

184. Q. Was that the only time that demands had ever been presented to Mr. Todd?

A. I believe it was—in the form that they were presented in.

185. Q. Is that the only time that any written demands were ever presented to Mr. Todd?

A. No, I think there was written demands presented to Mr. Todd previous to that, by the interurban men.

186. Q. I am not talking about that; I am talking about the city men; is that the only time that the city men ever attempted to present any demands to Mr. Todd?

A. No, sir. There was a demand previous to that, I believe, sent to Mr. Todd.

187. Q. Who by?

A. If I remember right, they were sent by a messenger boy.

188. Q. Who made it?

A. The committee of the men themselves.

189. Q. Who signed it?

A. I don't recall. I think Mr. Todd has it on his paper, who signed the report.

190. Q. Do you remember anything about it?

A. Yes, sir, I remember the thing was sent up.

191. Q. Who got it up?

A. The men.

192. Who wrote it?

A. We assisted them in writing it, which is our duty, as an organizer of this organization.

193. Q. Did you assist them—if so, say so.

A. I assisted them, yes, sir.

194. Q. Now what was in it?

A. I can't just tell. I have a copy over at the house—requesting shorter hours and better wages, and that the company recognize them as a body of men and asking for an arbitration clause.

195. Q. Do you know when that was signed?

A. I don't recall the date, no.

196. Q. Now when you sent this demand on the 30th day of October, had there been a vote of any body of men on the subject of a strike, when this demand was sent on the 30th day of October?

A. Do you mean a strike vote?

197. Q. Yes.

A. No, I will say there wasn't no strike vote taken at that time, because we expected to have an adjustment before the strike.

198. Q. There was no strike vote taken?

A. No, sir.

199. Q. That demand was signed by Robert A. McDaniel and Claude Kinder?

A. Yes.

200. Q. And I will ask you whether they were instructed to demand an answer within twenty-four hours?

A. They was asked to get an answer from Mr Todd, I believe, by twelve o'clock the next day.

MR. LATTA: I want to put in, as a part of this cross examination, that original demand.

THE WITNESS: Will you allow me to see that?

221. Q. Do you recognize that as the paper?

A. Yes, sir.

NOTE—There is an error in the numbering of questions in the record; above question should have been number 201.

MR. LATTI: I will now read this original demand, just identified by the witness, Exhibit No. 11.

The said paper so offered was admitted and read in evidence, was marked "Exhibit No. 11" and the same is in the words and figures following, to-wit:

EXHIBIT NO. 11.

DEMANDS OF THE CITY MEN.

1. Seventy-five per cent. of the runs on the schedule to be known as Earlies and Lates, and to be completed within 11 consecutive hours.
2. All swing runs to be completed within 14 consecutive hours.
3. All runs working less than 9 hours to pay 9 hours' time.
4. Time and one-half for all overtime worked over the daily schedules.
5. A flat rate of wages of 32 cents per hour.
6. The right to have your grievance presented to the company by a committee of your organization.
7. An arbitration clause to arbitrate all questions that cannot be satisfactorily adjusted between both parties.

DEMANDS OF INTERURBAN MEN.

1. Scale 35 cents per hour.
2. When men were discharged since the organization was started, that they be reinstated.
3. That no regular run shall pay less than 9 hours.
4. All extra time over regular runs shall pay time and one-half.
5. That all freight trains shall consist of at least one motorman, one conductor and one brakeman.
6. That all trains consisting of more than one car shall have at least one conductor, one motorman and one brakeman.
7. That all passenger trains carrying milk, baggage or express or other merchandise, shall consist of at least one conductor, one motorman and one baggageman.

Committee: ROBERT A. McDANIEL,
CLAUD KINDER.

Div. 645, Amalgamated Assn. Street &
Electric Railway Employees of America.

(SEAL)

222. Q. Was there a vote taken by any body of men upon that paper before it was sent to Mr. Todd?

A. There wasn't a vote taken by a body of men, because the men didn't dare meet at the time, for fear they would lose their position.

223. Q. Then their demands were formulated solely and exclusively by you, were they?

A. No, sir.

224. Q. Who were they formulated by?

A. By the committee whose names are signed on this, and myself.

225. Q. By those two men, and yourself?

A. And some other men who were members of this organization, at the time, here.

226. Q. But those demands were not either sanctioned, authorized or specified by a vote of any body of men at that time?

A. It was authorized by the committee representing the men, and also—

227. Q. Now, I am talking about the vote of any body of men?

A. I wish to make it clear to the commission that I received several letters from men, employees, motormen and conductors on the road, demanding that immediate action be taken, and they said I could class themselves as voting as such.

228. Q. Voting on what?

A. Upon a strike.

229. Q. On a strike?

A. Yes, sir.

230. Q. I thought you said there hadn't been any strike vote?

A. It was done through letter, communications signed by the members individually, by the men to me.

231. Q. I am asking you in regard to this paper. I will come to the strike question after a while, but as far as this paper is concerned, it wasn't authorized or submitted to a vote of any body of men?

A. I just got through answering that I said it was not submitted to a vote. The committee was present at the time.

232. Q. Was the call for the strike printed, or in existence at the time that paper was sent to Mr. Todd?

A. No, sir, not just at that time.

233 Q. When was it printed?

A. On that very evening—that is the next evening, rather, the next afternoon.

CHAIRMAN DUNCAN: Was this sent on Thursday?

THE WITNESS: Yes, sir.

234. Q. When was the strike call printed?

A. I believe it was Friday night the strike notice was put out.

235. Q. When was it printed?

A. On Friday afternoon.

236. Q. Did you write it?

A. I did sir.

237. Q. When was it written?

A. The same day it was printed.

238. Q. In the afternoon?

A. It was put in the printer's hands, I believe along about twelve o'clock or somewhere close to it.

239. Q. Then the strike call was written and in the printer's hands at the time that Mr. Todd still had a right to give an answer to that demand?

A. If I remember right, it was on the following day—we asked him for an answer by twelve o'clock, and when the answer didn't come, then this notice was put in the hands of the printer for the circulars to be printed.

240. Q. It was put in the hands of the printer at twelve o'clock that day?

A. It was shortly after twelve. I know we had our dinner—the committee had—before going down to the printer.

241. Q. You didn't take a vote on the strike question before you received the answer from Mr. Todd, or during the time you had given him to answer?

A. I have already answered that. I said no, sir, we did not and I wish to state, if the commission will permit me, that under the peculiar circumstances in this town, it was almost impossible, at that time, because the men, at that time, was, as I said, afraid to come to the hall to express their sentiments or their feelings.

242. Q. You have introduced in evidence here the stuff which has to be taken, according to your ritual, to call a strike?

A. No, sir, This is entirely different circumstances, where a town is organized and in a town where the company meets and treats with their employees, is entirely different from what this was.

243. Q. Then do you mean to say that in a town where there is no organization, that the international officers can go in and call a strike?

A. They can do almost anything, as far as that is concerned, but if the company is willing to meet and treat with their employees to work out a settlement, you don't see no strike.

244. Q. In this case did the international officers call a strike without submitting it to the men?

A. I say, through the committee, and several of the men wrote in to me, personally, and demanding immediate action.

245. Q. But I am asking, to get at the machinery by which you called the strike—did you call the strike without submitting it to the men?

A. I want to ask whether it is necessary to answer these questions. Does that pertain to the arbitration, or not? I wish the commission would rule on this, and see.

CHAIRMAN DUNCAN: In my judgment it does.

MR. McCLURE: I think so.

246. Q. Did you call the strike without submitting it to the men?

A. I answered that question, that the strike was called by the sanction of the committee of this organization.

247. Q. You can answer the question I asked you, yes or no?

A. I answered the question—the committee was there, and the sanction of the committee and the sanction of the organization was that the strike should be called.

248. Q. (The reporter read to the witness the question, as follows: “Did you call the strike without submitting it to the men?”) Now, answer that question.

A. You might say yes, because, as I said, the men didn't dare to meet at the hall because they knew if they met in the hall, it simply meant immediate discharge, and that is the reason we had.

WHAT IT MEANS TO HAVE A UNION.

From the Examination of J. J. THORPE: (Recalled)

Cross-Examination—Questions by MR. LATTA.

137. Q. Do you contend for the right of union men to say non-union men shall not be employed in the same shop where they are employed?

A. Do you refer to the shop or road?

138. Q. To the shop or road, in the business of the employer?

A. That means a closed shop?

139. Q. Yes.

A. I want to say that these men here have not asked for strictly a closed shop agreement.

JUDGE ROBY: Answer his question.

140. Q. (Question 137 read, and Question 138 read.)

A. It depends on the condition of the shop and the agreement entered into between the company and employee at the shop he works.

141. Q. As a matter of a finding of an impartial arbitration board, do you contend it is right in principle that non-union men should not be permitted to work in competition with union men?

MR. CLAWSON: We object because it is outside of the scope of the arbitration committee. We are not asking for a condition of that kind. We are asking for a period of thirty days' trial, and if satisfactory to both parties, he shall become a member of the union. We are not asking for a closed shop.

142. Q. (Question 141 was read as follows:) "As a matter of a finding of an impartial arbitration board, do you contend it is right in principle that non-union men should not be permitted to work in competition with union men?"

CHAIRMAN DUNCAN: That same question was frequently asked and answered in the Anthracite Coal Mine Strike, and Judge Gray frequently expressed his opinion of it during the arbitration. It was asked and answered over and over again. You may answer that.

THE WITNESS: I will say yes.

143. Q. Give your reasons.

A. A man who comes in to undermine his fellow men and refuses to go along with him or join his organization, I don't feel he should be allowed to work alongside the other man.

144. Q. Suppose the non-union man was there first; how about it?

A. If he were there first and the other man goes out because of the conditions, it shows the principle of the man for staying out.

145. Q. He ought not to be allowed to work?

A. He should be a man with the rest.

146. Q. He should not be allowed to work as a non-union man, that is your contention?

A. If that condition prevailed at the shop or wherever that employment may be.

From The Examination of J. J. THORPE: (Recalled)

Cross-Examination—Questions by MR. MURPHY:

187. Q. Suppose that conditions were to get in the City of Indianapolis so that it would be necessary to lay off say 25 per cent. of the men now employed by the street railway system, in what way would those men be laid off,—that is, who would determine who was to be laid off?

A. In a case of that kind the street car company would determine that, and that should be determined on the basis of letting the newest men in the service go instead of the oldest men.

188. Q. What would be your position if the street car company at that time would pick out the men in their system that they knew were the poorest men, regardless of the fact the men had been there one month or twenty years?

A. I believe first that there should be an investigation made and see whether there was any discrimination made and there is very seldom—I don't know as I can recall of a street car company laying off a body of men to reduce their system.

189. Q. Would the position of your union be that you could dictate to the street car company what men they would lay off. Answer yes or no.

A. Yes, to a certain extent.

WHAT THEY DO WITH THAT PART OF THE MONEY (50%)
RECEIVED BY THIS UNION AT ITS INTERNA-
TIONAL OFFICES.

RECEIPTS.

General Fund:

Per capita	\$134,005.38	
Subscription to the motorman and conductor	38,649.23	
Subscription to the Union Leader	12,231.94	
Registration fees	12,107.74	
Supplies furnished local divisions, books, badges, etc.	6,606.10	
Charters issued to local divisions	710.00	
Members at large for general fund	30.96	
Interest on money deposited and discount	8,412.99	
Donations for McNamara defense fund received from local divi- sions	3,567.75	
Security bonds returned from Union National Bank, Colum- bus, O.	4,000.00	
Returned arbitration expense by Divisions Nos. 241 and 260, Chicago	490.76	
Received from sale of arbitration address	102.60	
		\$220,915.45

Benefit Fund:

Per capita	\$264,393.43	
Court fee returned	6.50	
Received from funds of disbanded divisions	124.17	
		\$264,524.10

Defense Fund:

Per capita	\$109,667.43	
Returned on pay rolls from various divisions on strike where members were working or otherwise not entitled to strike benefits	11,180.00	
		\$120,347.43

Bonding Indemnity Department:

Received from bonding local officers	\$ 2,364.14	
Interest on bond money	49.89	
		\$ 2,414.03
		\$608,701.01

Suspense:

Standing to credit of divisions:		
Add: Items undistributed July 31, 1913.	97.01	
		\$608,798.02
Less: Items standing to credit of divisions shown as undistributed July 31, 1911, now included in above distribution...	151.22	
		\$608,646.80

DISBURSEMENTS.

General Fund:

Publishing and distributing the mormon and conductor	\$28,709.65	
Less cash in hands of postmaster July 13, 1913	30.90	
		\$ 28,678.75

Publishing the Union Leader....	\$ 13,375.00	
Expense of stenographers in appeal case of Division No. 241..	90.95	
Officers' salaries, including all International officers	57,416.04	
Officers' expenses, including railroad fare, telegrams, committee work and all incidental expenses in connection with their work	17,131.83	
Office salaries, bookkeeper, clerks and stenographers	8,735.38	
Special organization expense. This item includes all expenses of special organizers, federation organizers, hall rent, printing, fines for men in connection with organizing work and the general expenses in connection with the same	25,606.77	
Per capita, American Federation of Labor	6,073.36	
Per capita, Trades and Labor Congress of Canada.....	1,399.14	
Donations to other organizations.	830.00	
Convention expenses at St. Joseph, Mo.	1,607.88	
Arbitration expense at Augusta, Yonkers, Buffalo, Vancouver,		

Springfield and other points..	666.21
Printing Chicago arbitration proceedings	150.00
McNamara Denfense Fund, paid to the American Federation of Labor	3,447.00
McNamara Defense Fund, returned to local divisions.....	120.75
Delegates to American Federation of Labor	850.21
Legislative expense in different states, Ohio, Illinois and Massachusetts	720.30
Legal Expense: Attorneys at St. Joseph, Mo., looking after funds of local division ; assault case of Rezin Orr at Toledo, O.; legal defense of C. O. Pratt at Philadelphia; stenographic reports in connection with board meeting at Philadelphia and defense of international officers in court proceedings; defense of organizers at Buffalo while organizing; defense of Wm. F. Welch at Birmingham and of Ezra Day at Kansas City	3,027.25
Barn for storing automobiles....	140.00
Bonding International officers...	300.00
Postage	1,118.70
Telephone, Long distance and local	372.21
Telegrams	1,272.49
Express, supplies to local divisions	546.72
General printing, letters, circulars and pamphlets.....	970.00
Office supplies	443.48
Office expense, including ice, papers, books and ledgers.....	678.66
Rent	1,692.68
Furniture and fixtures.....	580.32

Auditing books each six months.	325.00	
Miscellaneous	27.50	
Duty on supplies to Canadian locals	50.23	
Division Supplies:		
Badges	2,317.47	
Books	545.15	
Forms	2,306.15	
Seals	134.25	
Loans to divisions	1,901.75	
Insurance of office supplies.....	52.80	
		\$185,702.38

Benefit Fund:

Death claims	\$201,150.00	
Disability claims	7,000.00	
Court proceedings in connection with death claims	223.55	
		\$208,373.55

Defense Fund:

Strike benefits	\$101,265.00	
Strike expenses	2,866.08	
Legal expenses in connection with strikes; defense of officers pros- ecuted at Columbus, O., officers and members prosecuted at Au- gusta, Ga., seventeen officers and members prosecuted at Harmony, Pa., and looking after legal expenses in connections with the various strikes that the association has been en- gaged in during the past term..	16,070.42	
		\$120,201.50

Bonding Indemnity Department:

Printing and stationary.....	\$ 121.25	
Postage	35.50	
Miscellaneous	37.50	
		\$ 194.25
		\$514,471.68

RECAPITULATION.

There was on hand in the funds of this asso-	
ciation July 31, 1911.....	\$119,401.62
Receipts, August 1, 1911, to July 31, 1913.....	608,646.80
	\$728,048.42
Disbursements August 1, 1911, to July 31,	
1913.	\$514,471.68
Balance on hand July 31, 1913.....	\$213,576.74

Deposited in :

Peoples State Bank of Detroit..	\$152,662.34
First National Bank of Detroit..	51,648.72
Contingent Fund, Peoples State	
Bank	2,000.00
Peoples State Bank, Bonding In-	
demnity Dept.	2,219.78
In Safety Deposit Vault.....	5,000.00
Petty cash	15.00
Cash on deposit at Postoffice....	30.90
	\$213,576.74

The total assets of the Association are as follows:

Finances on hand	\$213,576.74
Automobiles	6,270.00
Office furniture and supplies, including The	
Motormen and Conductor outfits	3,554.25
Union Leader outfit and assets.....	3,000.00
Total Assets	\$226,400.99

WHAT IS TO BECOME OF THE FUNDS RETAINED BY THE LOCAL DIVISION?

(Exhibit 87.)

Total membership up to and including January	
1st, 1914	1,270
Dues for one month, \$1,270. Dues for one	
year	\$15,240.00
Per capita tax to International office for one	
year	7,620.00
Money that remains with local division 645	7,620.00

Salary of president and business agent....	\$1,320.00
Salary of Financial Secretary-Treasurer..	\$1,320.00
Salary Recording Secretary.....	192.00
Twenty delegates to Central Labor Union	
(6.00)	120.00
Dues Collectors	210.00
Hall rent \$18.00 per month. Office rent	
\$20.00	456.00
Telephones per year	108.00
Lights for office per year	24.00
Stationary and stamps per year	60.00
Monthly buttons per year and expenses	185.40

As to death and disability benefits, we have not as yet decided as to the amount we will pay each member. Also there are other expenses that it is impossible to state the correct amount.

**WHAT THE UNION DID FOR THIS COMPANY AS SHOWN BY A COM-
PARISON OF RECEIPTS.**

INDIANAPOLIS TRACTION AND TERMINAL COMPANY.

Earnings, 40 days prior to November 1st, 1912—1913.

		Day of		Earnings		Increase	Decrease
1912	1913	Week		1912	1913		
Sept. 22	Sept. 21	Sunday	.....	6,837.26	6,512.66	505.06	324.60
23	22	Monday	.....	7,990.94	8,017.71	26.77	.....
24	23	Tuesday	.....	7,916.09	8,247.09	331.00	.....
25	24	Wednesday	...	7,576.79	8,260.36	683.58	.....
26	25	Thursday	....	8,208.13	8,321.22	113.09	.....
27	26	Friday	.....	7,715.21	7,936.19	220.98	.....
28	27	Saturday	...	10,642.75	10,676.04	33.29	.....
29	28	Sunday	.....	6,980.24	7,371.14	390.90	.....
30	29	Monday	.....	7,748.00	8,135.20	387.20	.....
Oct. 1	30	Tuesday	....	8,005.17	8,096.91	91.74	.....
2	Oct. 1	Wednesday	.	7,934.55	8,127.59	193.04	.....
3	2	Thursday	..	8,846.25	8,131.24	.....	715.01
4	3	Friday	....	7,734.61	7,960.89	226.28	.....
5	4	Saturday	...	10,753.43	10,808.48	55.05	.....
6	5	Sunday	.....	7,532.12	7,203.06	.....	329.06
7	6	Monday	....	7,972.35	8,295.64	323.29	.....
8	7	Tuesday	....	7,747.42	8,298.06	550.64	.....
9	8	Wednesday	...	7,567.99	8,065.84	497.85	.....
10	9	Thursday	...	7,841.38	8,416.32	574.94	.....
11	10	Friday	.....	7,835.58	8,103.17	267.59	.....
12	11	Saturday	...	10,612.93	10,704.35	91.42	.....
13	12	Sunday	....	6,995.65	7,335.65	340.00	.....
14	13	Monday	....	7,946.89	8,107.49	160.60	.....
15	14	Tuesday	....	8,070.60	8,142.22	71.62	.....
16	15	Wednesday	...	8,381.20	8,031.16	.....	350.04
17	16	Thursday	..	7,978.09	8,081.20	103.11	.....
18	17	Friday	.....	7,654.00	7,884.58	230.58	.....
19	18	Saturday	...	10,708.37	10,307.06	.....	401.31
20	19	Sunday	.....	7,126.84	6,672.98	.....	453.86
21	20	Monday	....	7,919.35	7,989.09	69.74	.....
22	21	Tuesday	....	7,722.62	8,170.03	447.41	.....
23	22	Wednesday	..	7,815.64	7,705.15	.....	110.49
24	23	Thursday	..	7,804.33	8,105.80	301.47	.....
25	24	Friday	.....	7,702.27	8,259.98	557.71	.....
26	25	Saturday	...	10,485.05	10,751.25	266.20	.....
27	26	Sunday	.....	7,378.02	7,380.54	2.52	.....
28	27	Monday	...	7,714.54	7,865.80	151.26	.....
29	28	Tuesday	....	7,718.58	8,219.58	501.00	.....
30	29	Wednesday	..	7,686.31	7,953.05	266.74	.....
31	30	Thursday	..	9,130.78	8,119.86	.....	1,010.92
				\$325,938.31	\$330,771.63	\$4,833.32	
Average Earnings per day, ...				\$8,148.46	\$8,269.29		

INDIANAPOLIS TRACTION AND TERMINAL COMPANY.

Earnings, 40 days subsequent to November 8th, 1912—1913.

1912	1913	Day of week	1912	1913	Increase	Decrease
Nov. 9	Nov. 8	Saturday	10,689.00	7,716.06		2,972.94
10	9	Sunday	6,955.42	5,060.55		1,894.87
11	10	Monday	7,817.08	7,599.30		217.78
12	11	Tuesday	7,816.43	7,788.61		27.82
13	12	Wednesday ..	8,140.82	7,402.11		738.71
14	13	Thursday	7,907.32	7,580.22		327.10
15	14	Friday	7,826.22	7,301.94		524.28
16	15	Saturday	10,543.90	9,471.30		1,072.60
17	16	Sunday	6,773.47	6,377.33		396.14
18	17	Monday	7,885.62	7,659.41		226.21
19	18	Tuesday	7,925.83	7,871.76		54.07
20	19	Wednesday ..	7,896.22	7,684.94		211.28
21	20	Thursday ..	8,136.51	7,986.41		150.10
22	21	Friday	7,684.40	7,601.55		82.85
23	22	Saturday	10,155.42	9,549.01		606.41
24	23	Sunday	5,593.77	6,755.13	1,161.36	.....
25	24	Monday	7,733.05	7,919.60	186.55	.....
26	25	Tuesday	7,882.48	7,998.55	116.07	.....
27	26	Wednesday ..	8,570.48	8,617.45	46.97	.....
28	27	Thursday	7,048.38	7,002.76		45.62
29	28	Friday	7,857.27	7,659.54		197.73
30	29	Saturday	10,037.96	9,580.95		457.01
Dec. 1	30	Sunday	6,563.43	5,727.37		836.06
2	Dec. 1	Monday	7,829.27	8,002.96	178.69	.....
3	2	Tuesday	8,028.10	7,789.28		238.82
4	3	Wednesday ..	7,935.66	7,391.31		544.35
5	4	Thursday	7,813.38	7,540.49		272.89
6	5	Friday	7,709.57	7,428.09		281.48
7	6	Saturday	10,482.31	9,300.16		1,182.15
8	7	Sunday	6,103.97	5,623.43		480.54
9	8	Monday	7,899.78	7,849.75		50.03
10	9	Tuesday	8,045.00	7,923.90		121.10
11	10	Wednesday ..	8,051.73	7,755.94		295.79
12	11	Thursday	8,068.29	7,867.31		200.98
13	12	Friday	7,931.31	7,626.79		304.52
14	13	Saturday	11,019.39	9,812.16		1,207.23
15	14	Sunday	6,246.63	6,473.68	227.05	.....
16	15	Monday	8,224.02	7,875.69		348.33
17	16	Tuesday	8,322.65	7,918.22		404.43
18	17	Wednesday ..	8,062.07	7,746.03		316.04
			\$323,213.51	\$307,837.04		\$15,376.47
Average Earnings per day			\$8,080.34	\$7,695.93		

Report, Findings and Award

OF THE

PUBLIC SERVICE COMMISSION
OF INDIANA

IN THE ARBITRATION PROCEEDINGS

BETWEEN THE

INDIANAPOLIS TRACTION AND TERMINAL
COMPANY

AND

ITS EMPLOYES

PUBLIC SERVICE COMMISSION
OF
INDIANA.

TO:

GEORGE L. HEEDE,
W. H. MAYFIELD,
R. A. McDANIEL,
W. H. ESARY,
JAMES W. FISHER,
RALPH W. BELCH,
WILLIAM F. WHITE,
ALBERT H. BROWN and

JOHN MALONEY. a Committee of Employes of the
Indianapolis Traction and Terminal Company,
and Indianapolis Traction and Terminal Com-
pany.

The undersigned, constituting the Commission selected by you, to whom should be referred "All grievances of every kind and character as to wages and conditions," and who were authorized to "take up and hear evidence of all parties interested on said grievances as to wages, hours and conditions and services," and whose decision was "to be for a period of three years and to be binding upon all parties thereto," have the honor to make to the parties to the submission the following report, findings and award:

The authority of the Commission thus selected to make a binding award is found in a written instrument, in the words and figures, following, to-wit:

PROPOSITION.

1. That the Indianapolis Traction and Terminal Company agrees that all men who went out on the strike declared October 31, 1913, shall return to work with full seniority rights and without prejudice and all men who were discharged on account of becoming members of a labor organization or contemplating the same be reinstated without prejudice, but the Company shall not be required to reinstate any employe who has taken part in acts of violence against its property. Any employe whose reinstatement is refused shall have the right to be heard by the Public Service Commission of Indiana and if its decision is in his favor shall be reinstated.

2. That all grievances of every kind and character as to wages and conditions shall within five (5) days from the resumption of the service by the Company be presented to and taken up by the Company, and if not satisfactorily adjusted within ten (10) days thereafter shall be referred to the Public Service Commission of the State of Indiana for final decision. All members of the Commission shall sit upon hearing and participate in decision. Said decision to be for a period of three years and to be binding upon all parties thereto.

3. This tentative agreement shall be signed by a committee of the employes of the Traction and Terminal Company, and by Mr. Ethelbert Stewart as a representative of the United States government and Hon. Samuel M. Ralston, Governor of the State of Indiana, and the proper officials of the Traction and Terminal Company

4. That all men shall return to work within a period of twelve (12) hours from the time of signing this agreement under the conditions formerly obtaining in their employment and there shall be no further interference with the operation of any cars on the lines of the Traction and Terminal Company, or with any property or employe of said Company.

5. Said Public Service Commission, if the matter be referred to them, shall take up and hear evidence of all parties interested on said grievance as to wages, hours and conditions, and service, and render decision concerning same within a period of Thirty (30) days from the first date of meeting. Said decision in effect to relate back to the time of resumption of work.

6. The above mentioned adjustment and arbitration shall proceed only in the name of the Committee of Employes.

It is also agreed that any employe who asks to be reinstated and is refused reinstatement but is returned by decision of the Public Service Commission shall receive pay from the date of first application for work.

GEO. L. HEEDE,
W. H. MAYFIELD,
R. A. MCDANIEL,
W. H. ESARY,
JAMES W. FISUER,
RALPH W. BELCH,
WILLIAM F. WHITE,
ALBERT H. BROWN,
JOHN MALONEY,

Committee of Employes of Indianapolis Traction
and Terminal Company.

ETHELBERT STEWART,
Representative of U. S. Government.

SAMUEL M. RALSTON,
Governor of the State of Indiana.

INDIANAPOLIS TRACTION AND TERMINAL COMPANY,
By ROBERT I. TODD, President.

This instrument is not dated, but was executed on the 7th day of November, 1913.

On the 12th day of November, 1913, a Committee of Employes called at the office of said Company and left there an unsigned document, in the words and figures following, to-wit :

AGREEMENT.

MEMORANDUM OF AGREEMENT, made and entered into this ----- day of November, 1913, by and between the Indianapolis Traction & Terminal Company, party of the first part, and the Amalgamated Association of Street and Electrical Railway Employes of America, party of the second part, through its division, No. 645.

WITNESSETH:

That in the operation of the lines of the party of the first part, both parties hereunto mutually agree as follows:

Section 1. The party of the first part agrees to meet and treat with the properly accredited officers and committees of the party of the second part on all grievances that may arise.

Section 2. Seventy-five (75) per cent. of the runs on the schedules to be known as earlies and lates and to be completed within eleven (11) consecutive hours.

All swing runs to be completed within fourteen (14) consecutive hours.

All runs working less than nine (9) hours to pay nine (9) hours' time.

Time and one-half for all time worked over and above the daily schedules.

Section 3. Men operating all night or owl cars shall not be required to work extra runs or trippers.

The hours of work for men operating on all night or owl cars shall not exceed eight (8) hours and they shall receive nine (9) hours' pay.

All night or owl cars working less than eight (8) hours shall pay nine (9) hours' time.

Section 4. The wages for all motormen and conductors including work cars shall be thirty-two (32) cents per hour, flat rate on city lines.

The wages for all barn, shop and power-house men, track men, flagmen, sand dryers shall be as follows:

Air Department Men.

45 cents per hour for air brakemen.

30 cents per hour for helpers.

Carpenter Department.

50 cents per hour for carpenters.

30 cents per hour for carpenters' helpers.

Paint Shop Department.

50 cents per hour for strippers and sign painters.

40 cents per hour for surface hands, coaters and finishers.

30 cents per hour for rough painters.

Car Repair Department.

40 cents per hour for head pitmen.

35 cents per hour for pitmen helpers.

Armature Winders' Department.

45 cents per hour for armature winders.
40 cents per hour for shop wiremen.
40 cents per hour for car wiremen.
40 cents per hour for controller men.
30 cents per hour for apprentices.

Car Cleaners and Sweepers.

35 cents per hour for head car washer.
30 cents per hour for helpers.
28 cents per hour for flagmen.
30 cents per hour for sand dryers.

Car Inspecting Department.

45 cents per hour for head inspector.
35 cents per hour for head pitmen and top work.
30 cents per hour for helpers.

Time and one-half for all Sunday and Holidays, ten hours to constitute a day's work. Time and one-half for overtime up to Twelve P. M., double time after Twelve P. M. and until Seven A. M.

Tinners' Department.

40 cents per hour for tanners.
30 cents per hour for tanners' helpers.

Blacksmith Department.

40 cents per hour for first fire.
35 cents per hour for second fire.
27½ cents per hour for the third fire for the first six (6) months and 30 cents thereafter as long as they remain on the third fire.
27½ cents per hour for helpers.

Steam Fitters' Department.

45 cents per hour for steam fitters.
35 cents per hour for steam fitters' helpers.

Acetylene Welders' Department.

60 cents per hour.

Machine Department.

40 cents per hour.

Drill Pressmen.

30 cents per hour.

Power Houses.

40 cents per hour for engineers.

35 cents per hour for head firemen.

30 cents per hour for firemen helpers.

25 cents per hour for oilers.

30 cents per hour for turbine men.

30 cents for dynamo tenders and switch-board men.

35 cents per hour for boiler washers and all-round men.

30 cents per hour for flue blowers' assistant.

30 cents per hour for ash and coal shovelers.

The hours of service for all men working in the power houses shall be eight hours per day.

Car Wiremen, Shop Department.

30 cents per hour.

Stock Room Men.

30 cents per hour.

Trolley Bench Men.

35 cents per hour.

Bearing Men.

35 cents per hour.

Track Men.

32 cents per hour for wreck car helpers.

30 cents per hour for track men.

35 cents per hour for pavers and rammers.

30 cents per hour for pavers' helpers.

Ten hours shall constitute a day's work for all the above named classes except the power house men whose day's work shall be eight hours. All time worked over the above hours

except the power house men shall be paid time and one-half for all overtime.

Section 5. There shall be no additional trip or trips attached to the Sunday or Holiday schedule.

All runs working less time on Sunday and Holidays than on week days shall pay week day time.

All men shall have reasonable time to eat their meals which shall be no less than Twenty (20) minutes or more than Forty (40) with pay, and where cars are blocked or late provision shall always be made for men to eat. It will be the duty of the dispatchers and local superintendents, road masters and starters to see that this provision is carried out at all times.

Section 6. Reporting time shall be five minutes at all car houses. Men to report to the dispatcher in person before that time. All men missing their regular runs shall serve two days on the extra list. Where cars are delayed by accident or blockades so that men necessarily riding on same cannot reach their place of reporting on time no miss shall be charged against them, but they lose their own run for that day if not in time to take their run out on schedule.

Section 7. The working board for the following day shall be marked up not later than four o'clock p. m. each day. A list of extra men shall be made up at the same time and so placed that it shall be in plain sight at all times, so that the extra men can see where they stand for work and when an extra man gets out on a run he shall be checked on the list accordingly, or if he misses he shall be so marked.

Section 8. There shall be placed in the office of each car house of the respective lines an open book in which the men can register the particular day or days on which they want to

get off and the men so registered for any particular day or days shall have the first preference except in case of members of Committees or other officers of the association wanting off on business of the Association. They shall have first preference over all. Persons so registering must sign in ink. Otherwise they lose their turn. Said book to be dated seven days ahead, that is, men to have the privilege of asking off seven (7) days ahead of any days he desires to be off. Employees appointed as collectors of dues shall be marked off by the dispatcher on pay days if he so desires to be off.

Section 9. All cars shall be properly cleaned and equipped by barn men before leaving the barn. This rule applies to the stoves being cleaned by the barn men.

Section 10. Any member who is elected or appointed to any office in this Association shall upon his retirement from said office be reinstated in his former position with full seniority rights in the employment of the Company.

Section 11. Extra men reporting at regular reporting time and receiving no work shall be paid not less than \$1.50. Such extra men to finish their reports between 4:45 a. m. and 5:00 p. m. with meal time allowed.

The extra board at the several barns to be a revolving list and to be marked up in the following manner. For example: First man in to be first man out, providing that all other men have received a day's work.

The extra men working after Twelve (12) midnight shall not be required to report before Nine (9) a. m. the following day and shall be entitled to \$1.50 per day as specified above providing he reports at Nine (9) a. m. and receives no work that day.

Men missing the extra list shall be dealt with by the station master and shall be the loss of their place on the extra list for that day only.

Section 12. Books of tickets or passes will be issued to all employes permitting them to free transportation on all lines owned or operated by the Company when in civilian attire. Men going to or from work in uniform will be permitted to ride without paying fare.

In the records kept by the Company for the violations of rules on the part of the members of the second part the defense of the members as well as the offense shall be made a matter of record.

Section 13. Men holding their seniority as conductors shall not be required to work as motormen, and vice versa on the part of the motormen, unless they so desire.

Section 14. All employes who are now members of the Association shall remain members in good standing as long as they remain in the service of this Company. All men who enter the service of this Company hereafter shall within thirty (30) days if proven satisfactory to both parties, become members and remain the same as long as they continue in the service.

Section 15. In case where men are required to report at barns or other places before beginning work and afterwards are compelled to go to another point to get their cars they shall be paid for such time as it takes to go and come at the regular rate of wage.

Where men are relieved at terminals and are compelled to go to stations to turn in their receipts they shall be paid for such time as it required to reach such stations, the same to be added to the daily schedule.

Where shop or barn men are required to do work at points or barns other than the barn or shop where they are regularly employed they shall be allowed time during the regular hours of employment to go to or from their respective barn or shops.

Section 16. All motormen or conductors instructing students for a day or part of a day shall receive twenty-five (25) cents per day over and above their daily wages.

Section 17. Preference for snow plow and sweeper work shall be given to the motormen and conductors and such work shall be paid for at the rate of double time above the regular rate per hour.

Men held or called for this class of work mentioned in this section and receiving no work shall be paid from the time called until relieved at the rate specified above in this section.

Where men are taken from their regular work for such work mentioned in this section and do not perform such work they shall receive no less than their regular day's work calls for and they shall not be returned to their regular work that day.

Meals shall be allowed all men doing this class of work at the expense of the Company.

Section 18. The Superintendent shall on Mondays, Wednesdays and Fridays of each week at ten (10) o'clock a. m. give a fair and impartial hearing to suspended or discharged employes and in case any employe is suspended or discharged and after investigation found not to be in fault he shall be reinstated and paid for all time lost at his regular rate of wages.

Section 19. The President will hear at ten (10) o'clock a. m. on the first and third Tuesdays of each month such indi-

vidual cases as have been appealed from the decision of the General Superintendent. A memorandum of such cases and the parties' testimony thereon must be submitted in the forenoon of the preceding Saturday and at the request of either party the individual will be notified to appear at the hearing in person.

Section 20. All men shall be listed according to their seniority of hire at the car house where they report and where a barn or parts of barn are consolidated the seniority books or parts of books shall be consolidated and men will then hold their seniority rights.

Section 21. In the assignment of runs men shall be given the privilege of choosing the same in accordance with their seniority rights and based upon their continuous age in the service at the car house where they report. The oldest man in the service shall be given first choice of runs and so on down through the entire list.

The officials at the various barns shall place at least four (4) days ahead of the third month, starting from December 1, 1913, a list showing the run numbers and the hours and minutes each run works. Also route numbers for which runs are scheduled; also a list of names shall be placed in crews, room starting with the oldest man in service and so on in rotation through the entire list. These lists shall be posted one day before choosing begins. The early straight men or others whose seniority would entitle them to an early straight run will choose between the hours of two (2) p. m. and six (6) p. m. on the second day after list has been posted. The late straight men or others whose seniority would entitle them to a late straight run shall choose between the hours of eleven (11) a. m. and three (3) p. m. on the third day. The balance to choose on the fourth day between nine (9) a. m. and two

(2) p. m. Each man when choosing his run shall check his name from the list. Any man failing to sign up within the specified time, the superintendent shall be empowered to sign him up on the highest and best run that may be open, and in case a run becomes vacant before the three (3) months are up by regular employe quitting or leaving the service, the first extra man entitled to a regular run shall take the same and hold it until the list is changed, and where a regular man is off through sickness or otherwise his run is to be filled in the following manner: By extra men taking turn about of three (3) days each on the run. This choice of selecting runs shall take place every three (3) months unless change of schedules should be instituted during the three months. If such change should be made within the three months then the re-selection of runs shall take place.

Section 22. Any matters that cannot be satisfactorily adjusted between both parties to this agreement shall be submitted to a temporary board of arbitration. Neither party to this agreement shall upon being notified in writing by the other party that arbitration is desired, name their arbitrator within forty-eight (48) hours from the date of the receiving of such notice, such notice to be addressed to the representative of the company and the Committee of Employes and the delivery of such notice shall be sufficient notification if delivered at the place of business of either party to warrant that arbitration is desired.

The Board of Arbitration shall be composed of three persons: The Company to select whomever they desire, the employes to select whomever they desire and the two arbitrators thus selected shall select within five days from the date of their appointment, the third arbitrator.

At the hearing before the said Board of Arbitration, either side may be represented by anyone whom they may desire, and after all evidence and arguments have been heard by the Board of Arbitration they shall within fifteen (15) days formulate their award in writing and submit the same to both parties.

The findings of the majority of the said board shall be final and binding upon both parties to this agreement.

The expenses of the Board of Arbitration shall be borne as follows: Each party shall pay the arbitrator of its selection and both parties shall jointly pay the expense of the third arbitrator and such other expenses as may be incurred in said arbitration.

Section 23. This agreement and the provision hereunto shall continue in force and be binding upon both parties mentioned from this ----- day of November, 1913, and thereon and after unless either party to this agreement desires any change or changes in any section or sections of this agreement. Either party to this agreement desiring such change or changes shall notify the other party thirty (30) days prior to the 66th day of each year and which under said notice the agreement shall be opened and discussion take place upon the same. If the changes desired can not be adjusted between both parties to this agreement the same shall be submitted to a Board of Arbitration as specified in Section 22, and the award of the Board of Arbitration shall then become a part of this agreement and be entered therein.

By-----

Pres. of Div. 645 of the Amalgamated
Association of Street & Electric Railway
Employees of America.

By-----
Sec'y-Treas. of Div. 645 of the Amalgamated Association of Street & Electric Railway Employees of America.
(Seal.)

By-----
Pres. of the Indianapolis Traction & Terminal Company.

By-----
Gen. Supt. Indianapolis Traction & Terminal Company.
(Seal.)

On the 12th day of November, 1913, the said Indianapolis Traction and Terminal Company addressed to the Committee who signed the instrument in writing hereinabove set out, the following communication, to-wit:

"NOVEMBER 12, 1913.

Messrs.

GEO. L. HEEDE,
W. H. MAYFIELD,
R. A. MCDANIEL,
W. H. ESARY,
JAS. W. FISHER,
RALPH W. BELCH,
WM. F. WHITE,
ALBERT H. BROWN,
JOHN MALONEY.

Dear Sirs—You and each of you are hereby notified that this Company does not regard the paper left at our office today by Albert H. Brown et al., as a presentation of grievances within the meaning of and provided by the contract heretofore entered into on the 7th day of November, 1913, and signed by you respectively, but rather as presenting a new contract.

We desire to give you this immediate and prompt notice in order that you may, before the expiration of the day, if you so desire, present the grievances, if any exist, in accordance with the existing contract.

This Company does not desire to avail itself of any technical advantages, nor does it seek any advantage from the lapse of time. Therefore, so far as we are concerned, the time for presenting grievances may be considered extended five days, our time for consideration to remain ten days after the actual receipt of the grievances.

We, therefore, desire you to carefully consider whether you have complied with the existing contract in attempting in this wise to present an entirely new contract, which would, of course, have the effect of abrogating the present contract.

Please do not infer that we impute any bad faith in the act of presenting the paper left with us today. We think, after further consideration, you also will conclude that you have not in fact presented your grievances as agreed.

Yours truly,

INDIANAPOLIS TRACTION AND TERMINAL COMPANY.

By ROBERT I. TODD, President."

On the 14th day of November, 1913, said Committee presented to said Company at its office in the city of Indianapolis, the following statement of their grievances:

"INDIANAPOLIS, IND., November 14, 1913

Mr. Robert I. Todd, President Indianapolis Traction and Terminal Company, City:

Dear Sir:—Your communication to us under date of November 12, 1913, has received our consideration. We regret that our presentation of the grievances and

working conditions of the employes which were submitted to us to convey to the company were submitted in a form as not regarded by the company as properly submitted, and esteem the privilege you extend to us to transmit them in a way they may be more understandingly interpreted by you as coming within the provision of the tentative agreement of date of November 7, 1913.

We beg to explain, however, that in submitting the grievances and conditions as scheduled by us, we embodied them in what appeared to us a form of remedial construction from which, through conference, an arrangement might be more speedily worked out that would be quite satisfactory to both the company and employes. However, in conformity to your suggestions, as we understand them, we here present the grievances to you, and through you, to the Indianapolis Traction and Terminal Company in the following terms and manner:

First. Your employes express a grievance against the company, in that the grievances of the employes, at present and those that may develop to them in the future are not permitted to be taken up with the duly constituted officials of the company for adjustment by a committee recognized as a duly authorized committee of the employes' association as chosen or elected by said association. Your employes request that a condition of employment be agreed upon by which said grievances may be adjusted.

Second. Your employes express a grievance against the company, in that not 75 per cent. of the runs on the schedules are earlies and lates, completed within eleven consecutive hours; that all swing runs are not completed within fourteen consecutive hours; that all runs working less than nine hours do not pay nine hours' time; that time and one-half is not paid for all time worked in excess of the daily schedules. The employes ask that a condition of employment be established by the company that will accord to employes

the conditions against which grievances are registered in this paragraph.

Third. Your employes here file a grievance that all night, or owl cars working less than eight hours are not paid for nine hours' time and that to receive nine hours' pay for such service they must work the full nine hours. They ask that this grievance be adjusted by providing a condition of employment upon night cars by which not to exceed eight hours' service shall be required on night cars, to be paid at the rate of nine hours' time. Upon this subject a further grievance is expressed against men of this service being required to work extra runs or trippers.

Fourth. The employes here file a grievance in that they are not paid 32 cents per hour for work as motormen and conductors upon city line cars and 35 cents per hour upon interurban and suburban line cars; that air brakemen are not paid 45 cents per hour; that helpers in the air department are not paid 30 cents per hour; that carpenters are not paid 50 cents per hour; that carpenters' helpers are not paid 30 cents per hour; that in the paint shop department, strippers and sign painters are not paid 50 cents per hour, surface hands, coaters and finishers are not paid 40 cents per hour, and that rough painters are not paid 30 cents per hour; that head pitmen are not paid 40 cents per hour and pitman's helpers are not paid 35 cents per hour; that armature winders are not paid 45 cents per hour; that shop wiremen are not paid 40 cents per hour; that car wiremen and controller men are not paid 40 cents per hour and that apprentices are not paid 30 cents per hour; that in the car cleaning and sweepers' work the head car washer is not paid 35 cents per hour, helpers are not paid 30 cents per hour; that flagmen are not paid 28 cents per hour and sand dryers are not paid 30 cents per hour; that in the car inspecting department the head inspector is not paid 45 cents per hour; head pitmen and top work men are not paid 35 cents per hour and helpers are not paid 30 cents per hour; that employes specified in this paragraph are not paid time

and one-half for all Sunday work and time and one-half for overtime up to twelve o'clock p. m., and double time after twelve o'clock p. m., until seven o'clock a. m. The employees request an adjustment of the grievances enumerated in this paragraph and ask that a condition of wage rates be established that will be acceptable. The employees further set forth as a grievance that tinners are not being paid 40 cents per hour and tinners' helpers are not receiving 30 cents per hour; that blacksmiths are not being paid 40 cents per hour for first fire, 35 cents for second fire and $27\frac{1}{2}$ cents per hour for third fire for the first six months of service and 30 cents per hour thereafter so long as they remain on the third fire and that $27\frac{1}{2}$ cents per hour is not being paid to blacksmiths' helpers; that 45 cents per hour is not paid to steam fitters and 35 cents per hour is not being paid to steam fitters' helpers; that acetylene welders are not paid 60 cents per hour; that 30 cents per hour is not paid to drill pressmen and 40 cents per hour is not being paid to other employees of the machine shop department; that in the power house engineers are not paid 40 cents per hour, head firemen, boiler washers and all-round men are not being paid 35 cents per hour, firemen's helpers, turbine men, dynamo tenders, switchboard men, flue-blower's assistant and ash and coal shovelers are not paid 30 cents per hour, and oilers are not paid 25 cents per hour and that the service day is not eight hours only, for all power house employees; that car wiremen of the shop department are not receiving 30 cents per hour; that stock room men are not receiving 30 cents per hour; that trolley, bench, bearing men and pavers and rammers are not receiving pay at 35 cents per hour; that wreck car helpers are not paid 32 cents per hour; that track men and pavers' helpers are not paid 30 cents per hour; that ten hours does not constitute the service day in the classes of employment herein mentioned, except power house men; that time worked in excess of the service day is not paid at the rate of time and one-half.

Fifth. Your employees submit as a grievance that there are attached additional trips to the service of

motormen and conductors to Sunday and holiday schedules; that all runs working less time on Sundays and holidays than the time called for on week-day schedules is not paid week-day schedule time; that men do not have reasonable time of not less than twenty minutes nor more than forty minutes within which to eat meals and where cars are blocked or late no provision is made for men to eat, and it is not the duty of dispatchers, local superintendents, road masters and starters to see that such a provision exists and is not carried out at all times.

Sixth. Your employes submit as a grievance that provisions and a condition of employment does not exist to provide that reporting time shall be but five minutes at all car houses, that motormen and conductors missing their regular runs shall serve but two days on the extra list; that where cars are delayed by accidents or blockades so that men riding upon them cannot reach their place of reporting on time, no miss shall be charged against them and they shall lose their run for that day only and then only in the event that they reach the place for reporting not in time to take their run out on schedule.

Seventh. The employes file as a grievance that a condition of employment does not exist to provide that the working board for the following day shall be marked up not later than four o'clock p. m. each day; a list of extra men shall be made up at the same time and so placed that it shall be in plain sight at all times, that extra men can see their standing for work and when an extra man gets out on a run he shall be checked on the list accordingly, or if he misses he shall be so marked.

Eighth. Your employes submit as a grievance that a condition of employment does not exist to provide that there shall be placed in the office of each car house of the respective lines an open book in which the men can register the particular day or days on which they want to get off, the men so registered shall have first

preference except in case of committees or officers who mark off on business of the employees' association, such committees and officers in such case to have preference; persons so registering must sign in ink or otherwise lose their turn; said book to be dated to provide a privilege of asking off seven days ahead of any day leave of absence is desired; that collectors of dues of the employees' association, if they so desire, shall be marked off pay days by the dispatcher.

Ninth. Your employees submit as a grievance that a condition of employment does not exist in agreement by and between the employees' Association and the employing Company which provides that any employee elected or appointed to any office in the employees' Association shall, upon his retirement from said Association office, be reinstated in his former position without impairment of seniority rights in the employment of the Company.

Tenth. The employees submit as a grievance that a condition of employment does not exist between the Company and the employees' Association as a matter of agreement that all cars shall be properly cleaned and equipped by barn men before being placed in charge of motormen and conductors, and that said condition of employment shall apply to car stoves.

Eleventh. Your employees file as a grievance that extra men reporting at regular reporting time and receiving no work are not paid less than \$1.50 and that such extra men are not permitted to complete their report between four forty-five o'clock and five o'clock p. m., with meal time allowed; that there exists no condition of agreement to provide that the extra board at the several barns shall be a revolving list marked up to provide that the first man in shall be the first man out and that extra men working after twelve o'clock, midnight, shall not be required to report before nine a. m. the following day, and be entitled to \$1.50 per day in case of days upon which reports are made at nine a. m. in the event that no work is performed that day; that

men missing the extra list shall be dealt with by the station master under discipline not to receive loss of place on the extra list for the day of miss only.

Twelfth. The employees submit a grievance in that books of tickets or passes will not be issued to all employees permitting them free transportation as a condition of employment agreed upon by and between the employees' Association and the Company, such free transportation to prevail on all lines owned or operated by the Company.

Thirteenth. The employees submit a grievance in that a condition of employment does not exist to provide that men holding their seniority as conductors shall not be required to work as motormen, and vice versa unless they so desire.

Fourteenth. Your employees submit a grievance in that there does not exist a condition of employment by which is provided an agreement between the Association of employees and the employing Company to provide that all employees who are now members of the Association shall remain members in good standing during their term of service in the employ of the Company and that men entering the service of the employing Company shall within thirty days, if proven satisfactory to both the employees' Association and the Company, become members and remain members of the Association so long as they continue in the service of the Company or any other company succeeding in the operation of the lines now owned and operated by the recognized operating Company in the employment of which are the employees here represented; and that this provision contained in this paragraph shall apply to all motormen and conductors operating into and within Indianapolis, and employees in and connected with all departments of the operation and maintenance of street and electric railway service into and within Indianapolis.

Fifteenth. Your employees submit as a grievance that men required to report at reporting points before

beginning work and are compelled to go to another point to take their cars shall be paid not for the time required to go and come at the regular rate of wages, and where men are relieved at terminals and required to return to stations to make reports and deposit receipts are not paid for such time and where shop or barn men are required to work at points other than the barn or shop where they are regularly employed are not paid for time going to and from their respective barns or shops and the point of employment.

Sixteenth. The conductors submit as a grievance that motormen and conductors are not paid 25 cents extra per day while instructing students.

Seventeenth. Your employes here file as a grievance that preference for snow-plow and sweeper work is not given to motormen and conductors and such work is not paid at the rate of double time; that men held or called for snow plow or sweeper work and receiving no work are not paid for the time so called until relieved and when men are taken from their regular work for this service they receive less than their regular service day pays and returned to their regular work that day; that meals are not allowed all men doing this class of work, such meals at the expense of the Company.

Eighteenth. Your employes submit as a grievance that a condition of employment does not exist as a condition of agreement between the employing Company and the employes' Association providing that the superintendent shall, on notice, Mondays, Wednesdays and Fridays of each week at ten o'clock a. m., give a fair and impartial hearing to suspended or discharged employes and in case cause for dismissal is found to be insufficient to warrant dismissal and cause for suspension is found to be insufficient to warrant suspension, such employes shall be reinstated and paid for time lost at his regular rate of wage.

Nineteenth. Your employes file as a grievance that a condition of employment does not exist as a matter of agreement between the Company and the

employees' Association to provide that the president, at ten o'clock a. m. on the first and third Tuesdays of each month will hear individual cases of grievance appealed from the decision of the general superintendent; a memorandum of such cases and testimony bearing thereon must be submitted in the forenoon of the preceding Saturday and the request of either party, the Company or Association, the individual or individuals involved, will be notified to appear at the hearing in person; that records kept by the Company for the violation of rules and record of the defense and offense shall be made a matter of record available in all cases.

Twentieth. The employees submit a grievance in that all motormen and conductors are not listed respectively as motormen and conductors in accordance with their seniority of service at the car house where they report and that no condition of employment exists to provide that where a barn or parts of a barn are consolidated with another, the men affected shall be consolidated and hold their seniority rights accordingly.

Twenty-first. Your employees submit as a grievance that in the assignment of runs motormen and conductors do not have the privilege of choosing or picking runs in accordance with seniority in service as based upon continuous service at the car house where they report; that officials at the various barns are not required to place a list showing the run numbers and hours and minutes each run works, such list not being so placed four days ahead of the third month, starting from December 1, 1913, such list not containing route numbers for which runs are scheduled; also that a list of names is not placed in crews' rooms starting with the oldest man in service in rotation through the entire list, such lists are not being posted one day before choosing of runs begins; and it is not provided that early straight men are entitled to choose runs between the hours of two o'clock p. m. and six o'clock p. m., on the second day after list is posted, and late straight men are not entitled to choose between the hours of eleven and

three p. m. on the third day and the balance are not permitted to choose runs on the fourth day between the hours of nine a. m. and two o'clock p. m. and that there is no provision that each man when choosing his run shall check his name from the list and then a failing to sign within the specified time the superintendent shall be empowered to assign them to the best run open; and that in case a run becomes vacant there is no condition of employment which provides that the first extra shall take the run and hold it until the list is changed at the end of the three months' period within which such vacancy occurs; and where a regular man is off through sickness or otherwise his run is to be filled by an extra man taking the run for three days at the end of which time the run shall be open for allotment to the man of the extra list upon a system of three days limit for such extra in order.

Twenty-second. The employes submit as a grievance that no condition of employment exists by agreement between the employes' Association and the employing Company to provide that any matters of future dispute that cannot be satisfactorily adjusted between the parties to the agreement shall be submitted to a temporary board of arbitration; either party to the agreement upon notification in writing from the other party that arbitration is desired shall name its arbitrator within forty-eight hours from the date of receiving such notice, such notice to be addressed to the representative of the Company and the committee of the employes' Association and the delivery of such notice shall be sufficient notification, providing delivery is made at the place of business of either party to warrant that arbitration is desired; that the board of arbitration shall be composed of three persons, the Company to select one, the employes to select one, and the two thus selected shall select a third; that arbitrators to constitute the board of arbitration shall be selected without unreasonable delay; that at the hearing of the aforesaid arbitration, either side shall be represented by representatives of their respective choice, and after

all evidence and arguments have been heard by the board of arbitration an award shall be formulated in writing and submitted to the respective parties within fifteen days; the finding of the majority of the said board shall be final and binding upon the parties to the agreement; the expense of the board of arbitration shall be borne by each party paying the arbitrator of its selection and by both parties jointly and equally paying the expense of the third arbitrator and such other expense of the arbitration incurred at the instance or direction of the arbitration board.

Twenty-third. Your employes file as a grievance that there exists no agreement between the employes' Association and the employing Company as a condition of employment to provide to continue for a period of time to be agreed upon by agreement and that no condition of employment exists by which an agreement is provided in which changes in an agreement may be made or defining the period of agreement or providing for the submission of any dispute relative to changes in agreement may be made to board of arbitration, and that no agreement exists between the Company and the employes' Association, providing to designate the Association as representative of the employes in the determination upon future grievances.

We, the undersigned committee of employes and authorized by our Association of employes, hereby certify that the above schedule of grievances embrace all grievances committed to us to be submitted to the Company as the grievances of the employes to be dealt with in accordance with the agreement of November 7, 1913, except in the matter embraced in Paragraph One (1) of said agreement of November 7, 1913, in respect to any employe whose reinstatement is refused shall have the right to be heard by the Public Service Commission of Indiana, such provision appearing presumptive that in the event of a grievance resulting from refusal of reinstatement to any employe, such case must be taken direct to the Public Service Commission.

Assuring you that we are hopeful that by conference an adjustment of all grievances here submitted may be worked out and that an arrangement satisfactory to both the employees and the Company may be mutually agreed upon, and pledging to you our heartiest co-operation in an effort to attain a conclusion that will work agreeable to both the Company and the employees, we are

Most respectfully yours,

(Signed) ALBERT H. BROWN,
MICHAEL F. McHUGH,
OLLIE UNDERWOOD,
THOMAS KINNEY,
JAMES F. STEVENS,
WILLIAM F. WHITE,
WILLIAM J. LAWLER,
RALPH W. BELCH,
JOHN A. FOSTER,
JAMES W. FISHER,
W. H. MAYFIELD,
F. W. AIRHART,
Committee of Employees."

On the 20th day of November, 1913, the Indianapolis Traction and Terminal Company filed the original of each of the above documents with this Commission, to which was attached the following statement, to-wit:

"Be it further remembered that thereafter numerous meetings were held by the said committee and its legal representatives with the representatives of said Indianapolis Traction and Terminal Company, in an effort to adjust said grievances, and that the parties thereto have been unable to adjust said grievances to their mutual satisfaction.

Now, THEREFORE, The Indianapolis Traction and Terminal Company, in pursuance to the terms of the said contract of November 7, 1913, and the facts herein set forth, does hereby bring and present this state-

ment of the facts aforesaid, containing the original signed copy of the contract of November 7, 1913, and the original signed statement of grievances aforesaid, and does hereby present and refer the same to the Honorable, The Public Service Commission of the State of Indiana, for its final determination to the extent and as the same is provided in the same contract of November 7, 1913.

INDIANAPOLIS TRACTION AND TERMINAL CO.,
(Signed) By ROBERT I. TODD, President."

On the 24th day of November, 1913, said Committee presented to said Commission, a copy of said grievances, to which was attached the following letter, to-wit:

"INDIANAPOLIS, IND., November 24, 1913.

To the Honorable Public Service Commission of Indiana:

Gentlemen:—We hereby address you as the Board of Arbitration so provided by agreement of November 7, 1913, a copy of which is hereto attached.

In accordance with paragraph "2" of said agreement, grievances, a copy of which as scheduled is hereto attached, were submitted to the said Company.

We hereby certify that, to this date, said grievances have not been adjusted. The time allotted to said Company by said agreement in which to adjust said grievances has expired. The said Company has represented to us that an adjustment is not forthcoming, making it appear to us that it is necessary for adjustment that the grievances be submitted to your honorable body as arbitrators as provided within said agreement of November 7, 1913.

In accordance with said agreement, we, the undersigned committee of employes, authorized so to do by said employes, hereby present to your honorable body the said grievances as hereto attached, and most respectfully request that they be taken up by you, as

agreed upon by the parties to the said agreement of November 7, 1913, that you give a hearing upon said grievances and render an award thereon as provided by said agreement and under the authority conferred upon you thereby.

(Signed) ALBERT H. BROWN,
W. H. MAYFIELD,
JAMES W. FISHER,
WILLIAM F. WHITE,
RALPH W. BELCH,
THOMAS KINNEY,
OLLIE UNDERWOOD,
MICHAEL F. MCHUGH,
WILLIAM J. LAWLER,
JOHN A. FOSTER,
FRENCH W. AIRHART,
Committee of Employes."

On the 21st day of November, 1913, the Indianapolis Traction and Terminal Company filed with this Commission an answer to the various grievances presented by said Committee, which answer was as follows:

STATE OF INDIANA
BEFORE THE INDIANA PUBLIC SERVICE
COMMISSION.

IN RE
GRIEVANCES PRESENTED BY

GEORGE L. HEEDE,
W. H. MAYFIELD,
R. A. McDANIEL,
W. H. ESARY,
JAMES W. FISHER,
RALPH W. BELCH,
ALBERT H. BROWN,
JOHN MALONEY,
Committee of Employees.

to the

Indianapolis Traction and Terminal Company.

ANSWER.

The respondent, the Indianapolis Traction and Terminal Company, makes the following answer to the various grievances presented by said Committee, as a basis for the presentation and trial thereof before the Indiana Public Service Commission, and upon which the decision of said Commission is sought :

- I. As to the first grievance presented :
 - (a) The respondent objects to the presentation or consideration of this grievance for each of the following reasons :

(1) That the same is not within the scope of the contract of November 7, 1913, and is not one of the matters to be submitted to arbitration.
(2) That the same is not within the jurisdiction of the Indiana Public Service Commission under said contract of November 7, 1913.

- (b) And the said respondent declines to accede to the said grievance for the reason that the said contract of November 7, 1913, and this arbitration thereupon constitutes an adjudication and adjustment of all grievances which have or may arise within a period of three years, and that this respondent cannot be required to enter into any contract extending beyond said time or having the effect of abrogating said contract of November 7, 1913.

2. As to the second grievance:

- (a) The respondent states that it is not practicable in the operation of the respondent's road to furnish the service required to accommodate the public in the city of Indianapolis upon a schedule providing that seventy-five per cent. of the runs shall be earlies and lates, or that they shall be completed within eleven consecutive hours, or providing for the completion of swing runs within fourteen consecutive hours.

And respondent declines to accede to the demand that time and one-half shall be paid for all time work in excess of daily schedules, and that all runs working less than nine hours shall be paid nine hours' time.

3. As to the third grievance:

- (a) Your respondent says that there is no foundation for said grievance; that in fact all owl cars operated by said respondent, and all crews operating such cars, operate for more than eight

hours, and that there is no run upon owl cars which operates less than nine hours.

And your respondent further says that men running owl cars are not required to work extra runs or trippers.

4. In answer to the fourth grievance :

- (a) Your respondent objects to any consideration of the wages of interurban and suburban line men, for the reason that no such cars are operated by this Company.
- (b) Your respondent objects to any consideration of the wages of shop men, power house men and track men, for the reason that it was not intended that said contract of November 7, 1913, should apply to this class of employment, but it was intended only that it should apply to men engaged in train service.
- (c) Your respondent, for answer to so much of said grievance as relates to the wages of car service men, says that since June 1, 1913, and at all times thereafter this Company has maintained a schedule of wages applicable to men engaged in car service upon the following basis :

Men employed 1 year or less-----20c per hour

Men employed more than 1 year and less

than 2 -----21c per hour

Men employed more than 2 years and

less than 3-----22c per hour

Men employed more than 3 years and

less than 4-----23c per hour

Men employed more than 4 years and

less than 5-----24c per hour

Men employed 5 years and over-----25c per hour

That the foregoing rates of wages are reasonable, fair and just; that this company has at all times been able to procure labor in this department for the rate of wage above stated, and at all times has had applications for employment

from more men than it could employ; that no previous knowledge or skill is required in the operation of said cars, and the rate of wages paid by this company is as high as other employers in Indianapolis are paying for men of the same degree of skill and ability and in avenues of employment where the same degree of physical and mental effort is required; that this company has voluntarily increased the wages of its men engaged in car service from time to time during the past four years to such an extent that the men in short terms of service have had an increase in wages amounting to about eleven per cent., while those whose terms of service have been longer have made an increase of practically twenty per cent. in four years, and that on and before the thirty-first day of October, 1913, car service men in the employ of this company were satisfied with the rate of wage paid and the working conditions, and there did not at that time exist and had not existed for several years prior thereto any disputes or grievances whatever. That about four months prior to the said thirty-first day of October, 1913, outside labor agitators, seeking to gain for themselves financial advantage, had been attempting to foment dissatisfaction among the employes of this company, and did on or about November 1, 1913, declare a strike, and through violent and unlawful means drag and beat the employes of this company from their cars, intimidate them, and, by threats and personal violence, prevent them from operating the cars of this company, and produced a condition of riot and anarchy in the streets of Indianapolis and the suspension of street car service, such persons pretending and holding themselves out to represent the employes of this company; and claiming that grievances existed, whereas in truth and in fact no such grievances did exist, and the employes of this company engaged in car service did not desire

to quit the company's service, and in truth and in fact were satisfied with the rate of wage which they were receiving.

- (d) As to so much of said grievance as relates to the wages of barn employes your respondent says, since June 1, 1913, this company has maintained a rate of wage for this class of employes according to the following schedule:

WAGES OF BARN EMPLOYES OF THE INDIAN-
APOLIS TRACTION AND TERMINAL COMPANY.

<i>Employment.</i>	<i>No.</i>	<i>Hours.</i>	<i>Amount.</i>	
Foremen -----	9	84 per week	19.50	per week
Foremen -----	1	84 per week	18.50	per week
Foremen -----	2	84 per week	17.50	per week
Asst. Foreman ----	2	84 per week	15.00	per week
Car Shifters-----	1	84 per week	15.00	per week
Car Shifters-----	1	84 per week	.23	per hour
Car Shifters-----	3	84 per week	.20	per hour
Car Shifters-----	3	84 per week	.17	per hour
Car Shifters-----	1	84 per week	.16 2-3	per hour
Car Shifters-----	5	84 per week	.15	per hour
Car Shifters-----	1	84 per week	.17 1-2	per hour
Relief Car Men ---	1	84 per week	.20	per hour
Relief Car Men ---	2	84 per week	.17 1-2	per hour
Sweepers -----	12	84 per week	.15	per hour
Watchman -----	2	84 per week	.15	per hour
Janitor -----	2	70 per week	.15	per hour
Reading Statements	1	84 per week	.15	per hour
Insp. (Rd. Officers)	1	84 per week	23.10	per week
Insp. (Rd. Officers)	3	84 per week	21.15	per week
Insp. (Rd. Officers)	5	84 per week	20.00	per week
Ticket Sellers-----	1	60 per week	17.50	per week
Ticket Sellers-----	1	35 per week	11.55	per week
Flagmen -----	5	63 per week	.12 1-2	per hour
Flagmen -----	1	70 per week	.15	per hour
Flagmen -----	2	84 per week	.25	per hour
Switch boys -----	6	66 per week	.10 20-33	per hour

That said rate of wage is reasonable compensation for the services rendered, and is and has been

sufficient to enable this company to obtain all the help required, and to attract applications from more persons than could be given employment, and is the current rate of wage for like service requiring like application of skill and ability in the City of Indianapolis, and is fair, just and reasonable.

- (e) As to so much of said grievance No. 4 as relates to the wages of shop employes, your respondent makes answer that since June 1, 1913, this company has maintained the following wage scale applicable to this class of labor:

LIST OF SHOP EMPLOYES—INDIANAPOLIS TRAC- TION AND TERMINAL CO.

Carpenter Dept.

1—Foreman -----	\$25.00	per week
1—Asst. Foreman -----	10.50	per week
1—Pattern Maker -----	.35	per hour
2—Machine Hands -----	.30	per hour
8—1st class Carpenters-----	.27½	per hour
30—2nd class Carpenters-----	.25	per hour
2—3rd class Carpenters-----	.22½	per hour
2—Carpenter's Helpers-----	.20	per hour
3—Laborers -----	.17½	per hour

Total ---50

Car Inspectors.

1—Chief Inspector -----	\$100.00	per month
1—Clerk -----	40.00	per month
3—Inspectors (Head Barn In- spector) -----	.27½	per hour
8—Inspectors (Above 5 yrs.)	.25	per hour
2—Inspectors (4 yrs. to 5 yrs.)	.24	per hour
3—Inspectors (3 yrs. to 4 yrs.)	.23	per hour
5—Inspectors (Car Shifters) -	.22½	per hour
1—Inspector (2 yrs. to 3 yrs.)	.22	per hour
5—Inspectors (1 yr. to 2 yrs.)	.21	per hour

1—Inspector (6 mo. to 1 yr.)	.20	per hour
14—Inspectors (0 to 6 mos.)	.19	per hour
Total—44	Maximum rate for 12-hr. men -----	
	.22½	per hour

Car Washers in Paint Shop.

3—Car Washers	.20	per hour
20—Car Washers	.17½	per hour
Total—23		

Paint Shop.

1—Foreman	\$25.00	per week
1—Asst. Foreman	18.00	per week
5—1st class Painters	.27½	per hour
12—2nd class Painters	.25	per hour
9—3rd class Painters	.22½	per hour
1—Car Washer	.20	per hour
7—Car Washer	.17½	per hour
Total—36		

Repair Shop.

1—Foreman	\$115.00	per month
1—Clerk (Armature Dept.)	13.65	per week
1—Foreman	18.00	per week
3—Winders	.25	per hour
1—Winder	.22½	per hour
2—Winders	.20	per hour
3—Banders	.17½	per hour
3—Tapers	.15	per hour
1—Taper	.10	per hour

Controller Dept.

1—Foreman	\$16.50	per week
2—Controller Repair Men (1st class)	.25	per hour

Wiring Dept.

1—Foreman	\$16.50	per week
1—Wireman (1st class)	.25	per hour

1—Wireman (2d class) -----	.22½ per hour
3—Wireman Helpers (1st class) -----	.20 per hour
3—Wireman Helpers (2nd class) -----	.19 per hour
1—Wireman Helper (3rd class) -----	.17½ per hour

Machine Dept.

1—Section Foreman -----	\$19.50 per week
3—Machinists (2d class) ----	.27½ per hour
3—Machinists (3rd class) ----	.25 per hour
1—Machinist Helper (1st class) -----	.22½ per hour
4—Machinist Helpers (2nd class) -----	.20 per hour
1—Tool Room Clerk-----	.17½ per hour
2—Machinist Helpers-----	.17½ per hour

Tin Dept.

1—Tinner (1st class) -----	.30 per hour
1—Tinner Helper -----	.22½ per hour
1—Tinner Helper -----	.17½ per hour

Blacksmith Dept.

1—Section Foreman -----	.35 per hour
1—1st class Blacksmith-----	.30 per hour
1—1st class Helper -----	.22½ per hour
3—Experienced Helpers-----	.20 per hour

Total---53

Truck Dept.

1—Section Foreman -----	.27½ per hour
5—Pit Men (above 4 yrs.)---	.25 per hour
1—Pit Man (3 yrs. to 4 yrs.)	.24 per hour
1—Pit Man (2 yrs. to 3 yrs.)	.23 per hour
1—Pit Man (1 yr. to 2 yrs.)	.22 per hour
1—Pit Man Helper (above 1 year) -----	.20 per hour
9—Pit Men (0 to 1 yr.)-----	.19 per hour

Air Brake Dept.

1--Section Foreman -----	.27½ per hour
1--Repairman (1st class)-----	.25 per hour
2--Repairman Helpers (1st class) -----	.20 per hour

Piping Dept.

1--Section Foreman -----	.27½ per hour
1-- Pipe Helper (1st class)---	.20 per hour
1-- Pipe Helper (2nd class)--	.19 per hour

Miscellaneous.

1-- Welder -----	.27½ per hour
1--Trolley Man -----	.20 per hour
4--Laborers -----	.17½ per hour
1-- Laborer -----	.15 per hour

Total---33

Time and half for overtime. Straight time for Sundays or holidays. Day to be 10 hours, except Saturday, which is 9 hours, but paid for 10 hours.

The scale for car washers and inspectors went into effect November 1, 1913.

That said rate of wage has been sufficient to procure all the labor required in this branch of this company's affairs and to attract applications from a large number of persons who could not be employed, and is as high rate of wage as is ordinarily paid in the city of Indianapolis for service requiring the same knowledge, skill, ability and application, and is fair, just and reasonable.

- (f) As to so much of said grievance No. 4 as relates to the wages of power station employes, this company makes answer that it has since June 1, 1913, maintained the following scale of wages:

Power Station Scale of Wages.

No.	Title.	No. of Hours.	Amount.
1--Chief Operat-			
	ing Eng.---	10 hrs. per day	\$28.85 per wk

No.	Title.	No. of Hours.	Amount.
2—	Engineers	11&13 hrs. per day	.25 per hr
2—	Turbine Men	12 hrs. per day	.20 per hr
1—	Oiler	12 hrs. per day	.20 per hr
2—	Oilers	12 hrs. per day	.19 per hr
2—	Water Tenders	11&13 hrs. per day	.25 per hr
6—	Firemen	11&13 hrs. per day	.20 per hr
5—	Firemen and Helpers	11&13 hrs. per day	.18 per hr
1—	Fireman and Helper	11 hrs. per day	.20 per hr
1—	Boiler Washer	12 hrs. per day	.22½ hr
1—	Boiler Washer	11 hrs. per day	.22 per hr
1—	Operator	11 hrs. per day	.22 per hr
1—	Operator	13 hrs. per day	.20 per hr
1—	Operator	11 hrs. per day	.18 per hr
2—	Coal Men	12 hrs. per day	.17½ hr
1—	Trolleyman	11 hrs. per day	.18 per hr
3—	Laborers	11 hrs. per day	.18 per hr
2—	Watchmen	12 hrs. per day	.20 per hr
1—	Machinist (as needed)		.30 per hr
1—	Carpenter	10 hrs. per day	.25 per hr
1—	Steam Shovel Man	12 hrs. per day	.22 per hr

Daymen work 11 hours a day. Night men work 13 hours a day. Overtime on same basis except machinists and carpenters, who are allowed time and one-half for overtime.

That said wage scale has been sufficient to attract more applicants than could be given employment, and to procure all the labor in this department which this company required, and is as high as is generally paid in the City of Indianapolis for work requiring the same knowledge, skill, ability and application, and is fair, reasonable and just.

(g) As to so much of said grievance No. 4 as relates to the wages paid in the track department of this company, your respondent makes answer

that since June 1, 1913, it has maintained the following scale of wages in this department:

Scale of Wages Paid Track Department Employees.

Engineering office (I. T. & T. and T. H. I. & E.) Joint,
703 Traction Building.

Supervising Engineer-----	1	\$150.00	per mo.
Tie Inspector and Eng.	1	125.00	per mo.
Office Asst. Engineer-----	1	105.00	per mo.
Asst. Engineer-----	1	75.00	per mo.
Rodman -----	1	.20	per hr.
Rodman -----	1	.17½	per hr.

Track—Clerical (West and Pratt).

Employment.	No. Men.	Rates.	Hrs.	
Bookkeeper ----	1	\$85.00	per mo.	60
Store and Time- Keeper -----	1	16.50	per wk.	60
Timekeepers ----	2	12.00	per wk.	60
Timekeeper (as required ----	3	10.50	per wk.	60
Yard Clerk ----	1	.25	per hr.	70 Belt Yards
Yard Clerk ----	1	.20	per hr.	70 Gravel Pit
Emergency Man_	1	.20	per hr.	70 West & Pratt
Emergency Man_	1	.17½	per hr.	70

Work Train Service.

Train Master---	1	.30	per hr.	66
Motormen -----	6	.25	per hr.	66
Motormen -----	2	.23	per hr.	66
Motorman -----	1	.22	per hr.	66
Motormen -----	2	.21	per hr.	66
Motorman -----	1	.20	per hr.	66
Trolley Tenders_	12	.17½	per hr.	66

Construction.

Supervisor -----	1	\$95.00	per mo.	
First class Fore- men -----	2	.30	per hr.	60
Second class Fore- men -----	5	.25	per hr.	60

Third class Foremen -----	2	.22½ per hr.	60	(Colored Men)
Bonding Foreman	1	.27½ per hr.	60	
First class Laborers -----	3	.20 per hr.	60	
Second class Laborers--200, more or less		.17½ per hr.	60	

Maintenance.

General Foreman	1	\$20.00 per wk.		
Machine Operators -----	2	.25 per hr.	60	Arc Welder and Grinder
Machine Helpers--	3	.20 per hr.	60	
Second class Labor ----- (above)				
Curve Cleaners--	13	10.50 per wk.	70	
Watchman, Day--	1	.20 per hr.	70	
Watchmen, Night	2	.17½ per hr.	70	
Watchmen, Ngt--	15	10.00 per wk.	70	
Water Boys (as required) ---		.07½ per hr.	60	

Paving Department.

Superintendent --	1	25.00 per wk	60	
First class Foreman -----	1	.30 per hr.	60	
Second class Foremen -----	3	.25 per hr.	60	
Third class Foreman -----	1	.22½ per hr.	60	
Paving Labor---	16	.20 per hr.	60	
Ordinary work (as required) 180, more or less----		.17½ per hr.	60	
Kettlemen -----	2	.17½ per hr.	66	

Machine and Tool Department.

General Foreman	1	\$100.00 per mo.		1st class Engr.
Blacksmith -----	1	.35 per hr.	60	
Blacksmith -----	1	.30 per hr.	60	

Helpers -	2	.20	per hr.	60	
Drill Runners--	3	.20	per hr.	60	(Shop and street work)
Hoisting Engrs.	2	.30	per hr.	60	(Boat, Thew. Steam Boiler)
Crane Men-----	2	.27½	per hr.	60	(Thew, Brown-ing)
Crane Man-----	1	.25	per hr.	60	(No. 114 Mix-er Crane)
Car Greaser ----	1	.20	per hr.	70	

That this wage scale has been sufficient to procure all of the labor required in this department, and to attract a large number of applications in excess of the company's requirements, and the wages paid are as high as are paid in Indianapolis for the same degree of service and are fair, reasonable and just.

- (h) And generally as to the whole, of said grievance No. 4 your respondent says that it declines to accede to the demands made in said grievance or to increase the rate of wage to be paid in any of said employments or departments of employment, and contends that it cannot be required as the result of a strike or by means of arbitration to pay a higher wage rate than is necessary to procure the labor required in its business in the market in which it gets its labor, and that any and all attempts through the medium of strikes, resorts to rioting, lawlessness and the application of force to the employes of this company and those desiring to seek employment from it to arbitrarily increase the price of labor and thereby compel this company to pay an artificial wage greater than is necessary to procure its labor in the open market are unlawful and deprive your respondent of the equal protection of the laws in violation of the guarantees contained in the constitution of the United States, and should not receive recognition from this Board of Arbitration in making its award.

5. As to the Fifth Grievance :

- (a) Your respondent says that there is no foundation in fact for said fifth grievance. That regular motormen and conductors do not have additional trips added to their runs for the Sunday or holiday schedules. That extra men are employed to take care of the extra work due to Sunday and holiday schedules.

Your respondent further says that a reasonable time of not less than twenty minutes is and has been at all times allowed to motormen and conductors within which to eat their meals, and that the company does pay and has been paying for the time so occupied.

That it is not practicable that it should be made the duty of dispatchers, local superintendents, road masters or starters to see that the men have provision made for meal time when the cars are blocked or late, for under such circumstances the proper discharge of the duty of this company to the public requires that such dispatchers and other officials shall give their attention to the movement of cars and restoration of traffic to its normal schedules.

And your respondent declines to accede to the demand that runs working less time on Sundays and holidays than the time called for on week-day schedules shall be paid according to week-day schedule time.

6. As to the Sixth Grievance :

- (a) Your respondent is willing to experiment with the requirement that men shall only be required to report five minutes before taking their runs at the car houses. It is the universal custom in all well regulated street railways to require men to report ten minutes before time for taking their runs in order that the barn foremen may reassign the work where men fail to report, without disturbing the schedules. If experience shows that it

is practicable to require the men to report five minutes before taking their runs, your respondent is willing to make that rule permanent; otherwise reserves the right to change the present system.

Your respondent declines to accede to a hard and fast rule that two days only on the extra list shall be the penalty for missing the runs, but reserves the right to govern the penalty according to the character of the offense and reason which may exist for having failed to report in time to take out any particular run.

Your respondent accedes to the proposition that men who are delayed without their fault by reason of blockades on the line, and thereby prevented from taking out their runs shall not be penalized further than to lose their run for that day only. This is and has been the custom at all times in the carrying on of the respondent's business, and no foundation exists for grievance in this respect.

7. As to the Seventh Grievance:

- (a) Your respondent says that there is no foundation for said seventh grievance; that the company maintains a working board; that wherever practicable it is marked up by the middle of the afternoon; that the list of extra men is made and placed in plain sight so that extra men can see their standing for work, and that they are marked when they get a run or miss.

8. As to the Eighth Grievance:

- (a) Your respondent says that there is no foundation in fact for said eighth grievance. That the station foremen in the company's various barns keep a record of the men who ask off and of the day or days upon which they wish to get off. That it is not practicable that employees desiring to get off shall be required to register in ink, for in many cases of sickness or other like reason

such requests are made and must be made without the actual presence of the employe at the barn. That it is not practicable to require men to ask off seven days in advance.

Your respondent declines to accede to the demand that a class of employes shall have a preference in being excused from work, but says that it is necessary, in order to maintain the service, that the barn foreman should have a reasonable discretion in excusing or refusing to excuse men from work on any particular day.

9. As to the Ninth Grievance :

(a) Your respondent objects to any consideration of the ninth grievance, upon the ground: (1) That it is not within the terms of the contract of November 7, 1913, and (2) That it is not within the jurisdiction of the commission under said contract of November 7, 1913.

(b) Your respondent declines to accede to the said ninth grievance upon the ground that the said contract of November 7, 1913, together with the decision of this commission upon this arbitration, settles all matters of condition of employment for a period of three years, and that this respondent can not be required to enter into any contract with anybody other than said contract of November 7, 1913.

(c) Your respondent declines to accede to said grievance for the reason that it objects to any arrangement which will under any circumstances limit its managing officers in connection with the employment or the reinstatement of any class of employes.

10. As to the Tenth Grievance :

(a) Your respondent states that there is no foundation in fact for said grievance. That all cars are and have been at all times cleaned and equip-

ped by barn men before being placed in charge of motormen and conductors, and that this fully applies to the car stoves, and car service men are not and have not been required to do any of that work.

II. As to the Eleventh Grievance :

- (a) Your respondent is not willing to accede to the demand that every extra man shall be paid not less than one and one-half dollars for each and every day when he receives no work. Your respondent states that there is no foundation in fact for this grievance, for the reason that extra men average as much throughout the month as the minimum wage demanded.

That there is no foundation in fact for the grievance that extra men not receiving work are held longer than necessary in any one day; that ordinarily they are excused by four o'clock in the afternoon.

That there is no foundation for the grievance that the extra board does not provide that the first man in shall be the first man out, as this is and always has been the custom in carrying out the respondent's business.

Your respondent concedes and is willing to put into practical operation directions at its barns, whereby extra men working after twelve o'clock midnight shall not be required to report before nine o'clock a. m. the following day.

Your respondent declines to accede to any arrangements whereby the station master at any particular barn shall be limited in his discretion in imposing discipline upon men who miss the extra list, but contends that the station master must necessarily have the right to take the facts and circumstances into consideration in deciding what penalties should be imposed for being absent without leave.

12. As to the Twelfth Grievance:

(a) Your respondent shows that it is and has been the custom for a long time on its lines to issue to its employes free employe's tickets, entitling them to ride from their homes to their work and from their work to their homes, but further than this such free transportation has never been the custom in Indianapolis. That in the practical operation of this custom grave abuses have always existed and do now exist in Indianapolis on account of the manner in which such employe's tickets are transferred, held back, used by other persons and otherwise misapplied.

13. As to the Thirteenth Grievance:

(a) Your respondent says that there is no foundation in fact for said grievance. That, except in cases of emergency, conductors are not required to work as motormen and motormen are not required to work as conductors, but your respondent further shows that an invariable rule in this respect would at times impair the service.

14. As to the Fourteenth Grievance:

(a) Your respondent objects to the consideration of this grievance for the reason: (1) That it is not within the scope of the contract of November 7, 1913, and (2) It is not within the jurisdiction of the arbitrators under said contract of November 7, 1913.

(b) Your respondent declines to accede to said fourteenth grievance upon the ground that the said contract of November 7, 1913, together with the decision of this Board of Arbitrators constitutes an adjudication of all matters arising within the next three years, and that the jurisdiction of this board does not extend beyond three years, and that this respondent cannot be required to enter into any contract, and especially a contract

which would impair the force and validity of said contract of November 7, 1913, or the decision of this Board of Arbitration.

- (c) Your respondent declines to accede to said fourteenth grievance upon the further ground that it would impair the efficiency of the service; that it would take away from your respondent the freedom of action to which it is entitled under the law, and would limit the scope to which it might impose discipline and that such a contract is against public policy.

15. As to the Fifteenth Grievance:

- (a) Your respondent accedes and is willing to put in effect a change in its payment of wage scales whereby conductors who are relieved from their cars or take their cars at points other than their barns shall be paid for the time necessarily required in transportation from the barn to the place of taking or leaving the car, as the case may be, computed to the nearest five minutes.

As to barn and shop men, your respondent answers that there is no foundation for the grievance, as in all cases they are paid from the time they leave or arrive at the barn or shop, and such has been the custom on the part of this respondent for a long time.

16. As to the Sixteenth Grievance:

- (a) Your respondent declines to accede to the demand that extra wages shall be paid motormen or conductors while instructing students.

17. As to the Seventeenth Grievance:

- (a) Your respondent says that there is no foundation in fact for the grievance as to working conditions specified. Motormen and conductors are in all cases employed for snow plow and

sweeper work. Such employes when completing this work in less time than is employed in their regular service do and have received full pay for the number of hours composing their regular runs for that day. The time for meals is allowed at the expense of the company, and the meals are furnished by the company.

The respondent declines to accede to the demand that double pay should be allowed for snow plow or sweeper work, but that allowing time for the regular run of the employe for that day is equitable, and that in nearly all cases the work of a snow plow or sweeper is completed in much less time than is occupied by his regular run.

18. As to the Eighteenth Grievance:

- (a) The respondent says that there is no foundation in fact for this grievance, as the general superintendent is and has been in the habit, and it is his custom at his office on every day in the week, to meet with suspended or otherwise disciplined employes and to give them a fair and impartial hearing, and to deal with their cases according to their merits.

19. As to the Nineteenth Grievance:

- (a) Your respondent says that there is no foundation in fact for this grievance. That by orders and directions of the president issued in 1901 the employes have at all times had the right to appeal to the president from the decision of the general superintendent, and to be heard in person at the office of the president.

That it is impractical that the president should have a fixed engagement for the hearing of such appeals, or that there should be any fixed method of submitting the facts relative to such appeals. That the company does keep and has for a long time kept a record of the violation of rules and

trespass of its employes, and the character of the discipline imposed in each particular case.

20. As to the Twentieth Grievance:

- (a) Your respondent says there is no foundation in fact for this grievance. That the seniority of the records of motormen and conductors are kept at the car houses where they report, and that they are listed according to such seniority, and that there are no barns or parts of barns consolidated or about to be consolidated or which have recently consolidated.

21. As to the Twenty-first Grievance:

- (a) Your respondent shows that there is no foundation in fact for said twenty-first grievance. That the seniority in service at the car house where the men report does govern their actual seniority. That it has not been the custom to throw open the runs for picking and choosing on account of the demand of the men themselves that they did not desire it to be done in this way. But your respondent further says that if it is the desire of the majority of the men that the runs should be thrown open twice a year for picking and choosing, your respondent is willing to do so, and will, unless a majority of the men protest within a period of ten days after the filing of this answer, make it the rule and custom to throw open the runs for picking and choosing twice a year, and provide for suitable times for the men to choose the runs they desire. Your respondent says that it is not fair or just in the event a run becomes vacant for the first extra man to take that run and hold it until the end of the period. But such run should be available to the next regular man who is thus entitled to an advance in seniority. Further, that it is not practicable that when a regular man is off his run, his run to be filled by an extra man for three

days, but only that the run should be filled by extra men during the time that the regular man is off, and that said extra men should rotate according to their seniority in securing that run on the various days that the regular man is off. This is and has been the custom in the management of this company's business, and no foundation exists for this grievance.

22. As to the Twenty-second Grievance:

- (a) Your respondent objects to any consideration of said twenty-second grievance, for the reason:
(1) That it is not within the scope of the contract of November 7, 1913, and (2) That it is not within the jurisdiction of the arbitrators under said contract of November 7, 1913.
- (b) Your respondent declines to accede to said twenty-second grievance for the reason that said contract of November 7, 1913, together with the report of this Board of Arbitration settles all grievances and disputes for a period of three years, and this board has no jurisdiction for a period beyond three years, and this respondent cannot be required to enter into a contract which would extend beyond a period of three years or which would invalidate said contract of November 7, 1913, or the award of the Board of Arbitration thereunder.

23. As to the Twenty-third Grievance:

- (a) Your respondent objects to any consideration of said twenty-third grievance, for the reason:
(1) That it is not within the scope of the contract of November 7, 1913, and (2) That it is not within the jurisdiction of the arbitrators under said contract of November 7, 1913.
- (b) Your respondent declines to accede to said twenty-third grievance for the reason that said contract of November 7, 1913, together with the

report of this Board of Arbitration, settles all grievances and disputes for a period of three years, and this board has no jurisdiction for a period beyond three years, and this respondent cannot be required to enter into a contract which would extend beyond a period of three years or which would invalidate said contract of November 7, 1913, or the award of the Board of Arbitration thereunder.

INDIANAPOLIS TRACTION AND TERMINAL CO.

(Signed) By ROBERT I. TODD,
President.

The "first date of meeting" was December 4, 1913, and on that date the following stipulation was filed, to-wit :

"STIPULATION.

"It is hereby agreed by all the parties to this arbitration that the provision in the contract of November 7, 1913, to the effect that the decision of the Indiana Public Service Commission shall render within thirty days, shall not be considered binding upon said Commission, but that the Commission shall take such time as is necessary for it to hear and consider the evidence and formulate and render its decision, and that the same shall be conclusive and binding upon all the parties hereto as though the same were rendered within said period of thirty days.

M. L. CLAWSON,
Attorney for Committee of Employes,

W. H. LATTA,
Attorney for Indianapolis Traction and Terminal Co."

HISTORY OF PARTIES PRIOR TO THE STRIKE.

The Indianapolis Traction and Terminal Company, for a number of years, has operated the street railway system of Indianapolis. As owner, or lessee, it has controlled the entire property. Something less than 900 car service men in the employ of the company operate about 250 cars daily.

Indianapolis is the greatest inland city in the world and is the center of the largest interurban railway interest in the United States. These interurban cars enter the city and reach the Traction and Terminal Station over the lines of the Street Railway Company. This Traction Station is very valuable property, owned by the company involved in this controversy. The rents of the Terminal Station and the use of the street railway by the interurban lines yield a large revenue to the Traction and Terminal Company.

All of these electric railway lines, including the street railway, had been operated by non-union labor for many years. There appears to have been but little agitation of the union question for some ten years until about the first of August, 1913. On this date non-resident labor organizers entered the city and attempted to unionize the train service men of all these electric lines. They were representatives of a labor organization known as the Amalgamated Association of Street and Electric Railway Employees of America.

These organizers were bold and fearless crusaders in the union cause. By their activities they enlisted the sympathies of many local labor leaders and aroused the interest of a large number of the employes of these electric lines.

Attention appears to have been directed first to the train service men of the interurban roads. A premature strike of these employes in the latter part of August proved futile. After a few days of anxiety normal interurban traffic conditions were restored. During these days of solicitude some trolley wires were cut and other acts of vandalism were committed.

The officers of the Traction and Terminal Company were opposed to union labor. Some of the managers of the interurban lines held the same views, and all were opposed to a "closed shop."

After the failure of the interurban strike the labor organizers directed their efforts to unionizing the car service men and other employes of the Traction and Terminal Company. Many addresses were delivered in the halls of labor organizations and much bitterness was engendered between some of the employes and the officers of the company. The organizers appear to have done nothing unlawful previous to the strike of October 31.

The officials of the Traction and Terminal Company vigorously resisted this aggressive agitation among its employes. Paid adherents of the Company pursued the steps of the labor leaders. These adherents were armed and were at times offensive and lawless. The Company denies that it armed the men, but the evidence is clear that the Company selected men to follow these labor leaders who were little disposed to regard the rights of others.

Events moved rapidly to a culmination. At the behest of the labor leaders of the union made heavy demands on the Traction and Terminal Company. These were in the form of increased wages, shorter hours and greatly modified conditions of labor. Noon of the following day

was fixed to answer these demands. Before the expiration of the time given the Company to answer, a call for a strike was prepared, and a strike of the employes was precipitated on Hallowe'en night—a most propitious hour.

In spite of the fact that it is now manifest that the demands would have been refused, we cannot justify this hurried call of the men from their work.

The strike began at the appointed hour, and apparently proceeded along lines deliberately planned and carefully executed. Many men abandoned their positions. Others in charge of the cars were pulled from their places. Some were beaten, and led unwillingly to the Labor Temple, where they were forcibly initiated. A few joined through fear of personal harm, and many did so to retain their opportunity to work. Cars were injured, and the business of the Company was suspended. This was Friday night.

On Saturday about sixty-five crews reported for duty and undertook the movement of the cars. In every instance this was forcibly prevented by the strikers and their sympathizers.

From the inception of the strike until the evening of November 7, the opposing forces were struggling for the mastery. The employes were demanding the recognition of the union and redress of grievances, and were offering to submit the controversy to arbitration. The Company refused to recognize the union, declared there were no grievances to be redressed, and refused to submit to arbitration.

While this contest was raging the public was deprived of its usual means of transportation. Strike-breakers were imported. Mobs assembled on the highways

of the city, many men were injured, one was beaten to insensibility, and one was murdered. Windowless cars stood here and there on the streets, grim reminders of a momentary triumph of disorder.

Each contestant loudly protested that it favored law and order. In the meantime the local authorities were apparently bewildered, the law was defied, and the orderly course of business was suspended by anxiety, force and fear. Neither party appealed to the courts.

Under these circumstances the Governor ordered to the city 2,200 soldiers, the entire military force of the State. Each of the parties then began to realize that organized government would be maintained and the law would be enforced.

At this juncture the Company submitted to its employes, through the Governor as mediator, a plan for the arbitration of the questions in controversy. Out of this effort came the instrument in writing first set out in this report.

All of this occurred in 1913, in a great city, in a great State. Let us hope that out of this bitter strife some good may come, some fruit may ripen that will heal the wounds that have been occasioned and prevent, at least in part, the recurrence of such conditions.

At the request of the employes and the Company, and with the approval of the Governor, the members of the Public Service Commission of Indiana undertook to arbitrate the controversy set forth in the written instrument of submission. More than thirty days have been diligently employed in the task, two days were given to the argument of counsel, one hundred and fifty-three witnesses were examined, and a large mass of documentary

and statistical evidence was introduced. The record contains more than 4,000 type-written pages.

PRINCIPLES UPON WHICH CONCLUSIONS ARE BASED.

Sitting as a Court of Arbitration, where the parties have voluntarily submitted their matters of difference and agreed to abide by the award we shall render, we find ourselves traveling along a trackless way. There are no lights to guide our feet. There is an utter barrenness of helpful precedents. In the trial of actions at law or suits in equity the court relies with supreme confidence on the well-reasoned opinions of great judges and great chancellors. The legal profession is often assailed for its spirit of veneration for precedents. Yet the assailants often fail to remember that these monuments of judicial thought are anchors of safety.

The high character of the counsel on either side of the controversy precludes the thought that in determining the questions in controversy we would abandon the principles of the law where the same were applicable. The character of the employes and the officers of the Company inspire us with a like confidence in them.

To be otherwise guided under such circumstances would be to embark without rudder or compass on a shoreless sea.

The laws of the State may have been unwisely enacted, or even unjust, but they ought to be respected until repealed. Government under established law may produce some injustice, but its blessings have brought to us all that is cherished in the history of the race. The law ought to be enforced impartially against the high and the low,

the rich and the poor. It is no respecter of persons. Under a constitutional form of government, the administration of justice according to law is the highest conception of official duty.

Neither organized nor unorganized labor, nor organized capital, should expect an award that would violate a legal right of the other.

The submission in this instance is simply a contract between the parties thereto whereby they have agreed to refer the subjects in dispute to the members of this Commission, and to abide by their award.

Our legislative provisions touching arbitration are but statutory enunciations of the principles of the common law. Under either of these methods of arbitration only controversies between parties which might be the subjects of a suit at law could be submitted.

In this controversy there is no question involved that might be the subject of a suit at law. Recognition of the union, rate of wages, the regulation of hours, and conditions of labor, are neither of them matters of which any court could take cognizance. In this State, at this time, these are all matters of private contract, left absolutely to the discretion of the parties involved in each particular transaction.

This is the reason why no compulsory arbitration law has been provided. Under our Constitution no such tribunals can be provided. A court of compulsory arbitration can be provided only by overturning the entire fabric of constitutional government.

Section 179 (Burns, 1914) provides "that tribunals of conciliation should never be established with power to render judgment to be obligatory on the parties, unless

they voluntarily submit their matters of difference and agree to abide the judgment of such tribunal." But, in the absence of this provision such tribunal could never be legally established while life, liberty and the pursuit of happiness are declared to be the unalienable rights of every citizen. In other words, so long as liberty and the pursuit of happiness are guaranteed by the Constitution to the citizens of the State, no tribunal can be lawfully established with power to compel parties to enter into contracts they do not desire to make.

The strongest legislative provision that could be enacted would be one conferring upon some person, or tribunal, the power to make compulsory investigation of all the facts involved in the controversy, pronounce a judgment as to who was right and who was wrong, and proclaim it to the public. This would indeed be helpful legislation, as there are but few interested parties that could withstand public censure, when an impartial tribunal, after a full investigation, had declared its position untenable.

As arbitrators we have power to determine only matters within the submission.

Where settled principles of law determine what the conclusion should be, the law must prevail.

Beyond the realm of fixed legal principles we must be guided by equity and good conscience.

No award should be made that would destroy a legal right of either of the parties.

While there are some decisions declaring we are not bound to follow the law, we think the weight of authority and the better reason compel us so to do. Otherwise we could exercise arbitrary power. We have no right to do general equity.

LEGAL RELATIONS OF UNION LABOR AND EMPLOYERS.

Some of our constitutional guarantees are as follows:

"No law shall restrain any of the inhabitants of the State from assembling together, in a peaceable manner, to consult for their common good."

"No law shall be passed restraining the free interchange of thought and opinion, or restricting the right to speak, write or print, freely, on any subject whatever; but for the abuse of that right every person shall be responsible."

We are guaranteed certain unalienable rights, among which are life, liberty and the pursuit of happiness.

The only limitations on the right to assemble together are, that it must be "in a peaceable manner," and "for the common good." The only limitation on the right of free speech is responsibility for the abuse.

Each one of these fundamental principles was established by the people, and every citizen and every court is bound to respect it.

These principles have been construed by many courts in many of the States, and by the Federal Court as well. There ought not to be at this time and in this State any differences of opinion as to the legal rights of the contending parties in industrial disputes.

It is so manifestly the right of the employes to join a labor union to promote their own interests that the citation of authorities is absolutely unnecessary. They have the right to join the union with the avowed purpose of bettering their situation by an increase of wages, a short-

ening of hours and securing of improved conditions of labor.

Acting as a union, they have a lawful right to strike for the avowed purpose of bringing their employer to a situation where he will be necessarily driven to increase the wages of his men, shorten their hours of labor, and grant more favorable conditions of labor. They have the right to secure the highest wages, shortest hours, and the best conditions that they can peaceably compel. This is a broad general statement, clearly sustained by a great weight of authority. It is based upon the constitutional privileges just referred to granting to the inhabitants of the State the right to assemble together in a peaceable manner to consult for the common good. They have the right to refuse to work with a non-union man. It is the liberty of the employe to choose his own company, to select his own associates, and to refuse to work under conditions that are not satisfactory to him. These rights are guaranteed by the fundamental laws of the land.

Even though a strike peaceably inaugurated and carried out results in great loss to the employer, he has no right to complain. The law recognizes the strike as a just and reasonable exercise of the legal rights of the men in the struggle of life to better their own conditions. It is not regarded as unfair competition or as an unjust advantage. It is a right that has been frequently exercised by American citizens, and has resulted in many instances in great financial gain to those who engaged in the strike. There can be no legal objections found to the exercise of a constitutional right in a peaceable way.

In so far as the employes of the Traction and Terminal Company engaged in the formation of a labor union,

and in an agitation to enlist public sympathy, and to induce men to join the union, they were entitled to proceed without let or hindrance. This is a brief statement of the rights of the employees.

On the other hand, the Traction and Terminal Company had rights as sacred and as clearly defined by the constitution and laws as those herein mentioned in favor of the employees. The Company had the right to refuse to employ union labor in the operation of its cars, and in the conduct of its business. It had the right to operate its cars by non-union labor if it were able to do so. Union labor had no legal right to interfere by attempting to impede the work of the Company in its effort so to do.

In the effort of the Company to conduct its business by non-union labor, organized labor had the right by appeals, persuasion, and entreaties, or by any other peaceable method, to induce non-union labor to refuse to accept the Company's employment or abandon such employment after it had accepted it. Organized labor and organized capital have the same legal status. Each is guaranteed the right to conduct its own business in its own way. Organized capital has no legal right to interfere in the affairs of organized labor. Organized labor has no legal right to interfere in the conduct of the affairs of organized capital, and to obstruct the business of an enterprise by the exercise of force or intimidation.

The employees were acting within their legal rights in the organization of a union, and in calling a strike and quitting the employment, in so far as the Company by any means except persuasion, entreaties or appeals, endeavored to prevent the formation of the union, it was acting beyond its legal right.

On the other hand, in so far as union labor and its sympathizers impeded the operation of the Company's business by force or intimidation, and by preventing non-union men from engaging in the business from which union men had struck, union labor was acting beyond its legal right and in defiance of the law.

Each side in the conflict has the right to struggle the best it can for the mastery. Neither side has the right to violate the law by infringing upon the rights of another. Union labor has no right by force and intimidation to prevent non-union men from pursuing the labor that union men have abandoned.

The non-union man may be mistaken, he may be driven by the stress of conditions to assume a position that union labor can not and ought not to approve, but the non-union man is entitled to pursue his own business in his own way, and we believe with Lincoln, "That no man is fit to govern another without that other's consent."

The only lawful way by which union labor can overcome the danger arising from the competition with non-union labor is to make the results of unionism so beneficent that no man will willingly remain without its protection.

We think it is clear that collective bargaining may be of great benefit to employees. The operators of any particular industry represent organized power, and in a conflict with a single individual have an advantage in competition that they would not have if the investors acted in an unorganized capacity.

But so long as there are men who prefer to remain outside of labor unions we can conceive of no legal power

to compel such men to join unions, or to prevent employers from taking advantage of their service.

THE ISSUES.

The contract of November 7, 1913, in the fifth paragraph, provides that we "shall take up and hear evidence of all parties interested in said grievances as to wages, hours, conditions and services, and render decisions concerning same," etc.

A committee of employes filed twenty-three (23) grievances. The Company answered each separately.

These grievances involve three questions, to wit:

- I. Conditions of labor.
- II. Hours of labor.
- III. Rate of wages.

These will be considered in the order mentioned.

I. *Conditions of Labor.*

The grievances under this head demand:

1. The recognition of the Employes' Association.
2. A shortening of runs on cars.
3. Abandonment of extra trips on Sundays and holidays.
4. Decrease of number of times extra men are required to report at car barns.
5. Making up of working board for extra men by four o'clock p. m. of each day.
6. Registration of requests for privilege of being off duty.
7. Hearing of complaints of employes by superintendent three days each week.

8. Appeals by employes from the superintendent to the president of the Company and hearing of such appeals on two days of each month.

9. A board for the arbitration of controversies.

1. *The Recognition of the Employes' Association.*

So far as the conditions of labor are concerned, the car service men are the only employes who would be materially improved by the correction of the alleged abuses. The demand made of the Company on the day before the strike was called was as follows:

"(1) Seventy-five per cent. of the runs on schedules to be known as earlies and lates and to be completed within eleven consecutive hours.

(2) All swing runs to be completed within fourteen consecutive hours.

(3) All runs working less than nine hours to pay nine hours' time.

(4) Time and a half for all overtime worked over the daily schedules.

(5) A flat rate of wages of 32 cents per hour.

(6) The right to have your grievances presented to the Company by a committee of your organization.

(7) An arbitration clause to arbitrate all questions that cannot be satisfactorily adjusted between both parties."

The contract of November 7, 1913, construed in the light of the demands made on October 3, 1913, is not

entirely free from ambiguity. It appears that the car service men were the only employes making any demands of the Company. The instrument above set out is the complaint of car service men alone.

The contract of November 7, 1913, makes no reference to the Amalgamated Association or any other employes' association. It is executed in the name of the employes as a class of men and not as representatives of a labor union. The question of the recognition of the union is not within the submission.

But, desiring to see peace restored and all controversies settled, we feel that it is incumbent upon us to give some expression of our views on the general question.

Taking up the "conditions of labor" as above enumerated, the question of the union first confronts us.

The Legislature of Kentucky enacted a law making it a crime for an employer or his agent to discharge a union man for that cause only. Adair, as the agent of the Louisville and Nashville Railroad Company, discharged Coppage from the service of the company wholly on the ground that he was a member of a labor union. Adair was indicted, tried, found guilty and a fine assessed against him. The Court of Appeals of Kentucky affirmed the judgment. The case was presented to the Supreme Court of the United States, where it was reversed. In deciding this case, the Court said:

"While, as already suggested, the right of liberty and property guaranteed by the Constitution against deprivation without due process of law is subject to such reasonable restraints as the common good or the general welfare may require, it is not within the functions of government—at least, in the absence of contract between the parties—to compel any person, in the

course of his business and against his will, to accept or retain the personal services of another, or to compel any person, against his will, to perform personal services for another. The right of a person to sell his labor upon such terms as he deems proper is, in its essence, the same as the right of the purchaser of labor to prescribe the conditions upon which he will accept such labor from the person offering to sell it. So the right of the employe to quit the service of the employer, for whatever reason, is the same as the right of the employer, for whatever reason, to dispense with the services of such employes. It was the legal right of the defendant, Adair,—however unwise such a course might have been,—to discharge Coppage because of his being a member of a labor organization, as it was the legal right of Coppage, if he saw fit to do so,—however unwise such a course on his part might have been,—to quit the service in which he was engaged, because the defendant employed some persons who were not members of a labor organization. In all such particulars the employer and the employe have equality of right, and any legislation that disturbs that equality is an arbitrary interference with the liberty of contract which no government can legally justify in a free land."

Adair vs. U. S., 52 Law Ed., page 442.

We see no legal or moral wrong in laboring men joining together to sell their labor collectively at a higher price than they could obtain for it acting alone.

The legal right of a union man to choose his associates and to refuse to work with non-union men is a right guaranteed to him by the Constitution and laws of the State and nation.

The legal right of an employer of labor to choose his associates and employes and to refuse to employ union men is a right guaranteed to the employer by the Constitution and laws of the land.

We do not feel that either the men or the Company should be deprived of these rights. Any change in the relations of the parties must ordinarily be created by mutual consent.

In the hearing of this controversy bitter feeling was manifested on both sides. The evidence clearly showed that the Company by wrongful means endeavored to defeat the men in their efforts to organize a union. It is not our intention, if we can prevent it, to permit the Company to discharge its union men for the sole reason that they are union men.

It is equally plain from the evidence that the strike was hurriedly called and that some of the strikers participated in acts of disorder when the strike was on. The evidence of the officers of the company and of some of the barn foremen was that after the men returned to work discipline was in a measure destroyed. Before the large rights demanded in these various grievances should be awarded to the employees' association, it ought to demonstrate that it has sufficient control and discipline over its members to call a strike and conduct it without disorder, destruction of property, or violation of law, in which its membership participated.

When this Association shows that membership in its local means more efficient service and better discipline among the employees, it will destroy the competition arising from non-union labor.

We are constrained to deny the demand for the recognition of the employees' association, for the reason that it is not within our jurisdiction.

2. *Runs.*

The demand that seventy-five per cent. of all runs should be earlies and lates, and should be completed in eleven consecutive hours is presented by the second grievance.

There are no facts in this record that enable us to determine the feasibility and practicability of this demand. On this point we feel that it is the duty of the employes to prove the practicability of the demand made.

The evidence makes it clear that there are oppressive conditions attached to some of the schedule runs, and that many of these conditions can be removed. Some of the witnesses testified that their runs were completed at 1:20 o'clock a. m. and that the men making such runs were required to report for duty at 4:30 o'clock a. m. of the same morning. Such a run not only overworks the men, but is oppressive to their families. Its oppression is not so much in the length of the run, as in the insufficiency of the period of consecutive hours of rest.

We do not think this grievance can be corrected any more justly than by an application of a principle borrowed from the Federal Statute which requires eight (8) hours of consecutive rest in every period of twenty-four (24) hours. We think no run should exceed an aggregate of twelve (12) hours completed within sixteen (16) hours from the time it is commenced. After completing any run the motorman and conductor should be permitted and required to have at least eight (8) hours off duty.

We think this plan is practicable, will greatly relieve the car service men, and will in no manner embarrass the Company.

We do not believe that men should be paid for more hours' work than they perform.

3. *Extra Trips on Sundays and Holidays.*

We believe that the provision touching the runs and hours off duty hereinabove set out will remove the complaint presented by this grievance.

4. *Extra Men Reporting at Car Barns.*

The grievance as to reporting of extra men at the car barns is well founded and entitled to substantial relief.

Under the existing conditions these extra men are required to report at their respective car barns at 4:30 a. m. If no runs are then assigned, they again report at 6:30 a. m., when under like conditions they must again report at 8:30 a. m.; 10:30 a. m.; 12:30 p. m.; and 2:30 p. m. A failure to so report is a breach of discipline, and, for all these reports no wages are paid.

It appears that in the month the extra men make substantial wages, but this may come the last of the month. In the meantime there is an enforced uncertainty that creates needless anxiety, and makes the men restless. This appeals to us earnestly as demanding relief.

Each extra man should be guaranteed Forty-five (\$45.00) Dollars for each calendar month less the value of runs missed by reason of his own fault.

With an unemployed period of eight (8) hours in each twenty-four (24), and a guarantee of Forty-five (\$45.00) Dollars per month, we feel this condition is corrected.

A working board will also be provided for.

6. *Request for Absence.*

At this point we think it well that the employes understand our views as to discipline. We believe the testimony that since the organization of this union certain of the car service men have felt that they could work when they pleased and be off duty at their pleasure. This is a mistaken view of duty and does not represent the principles of the union leaders as stated by them. Absence from duty is the result of a request granted. It cannot be demanded and asserted as a

right. At times all requests made by men in good health to be off duty might properly be denied. An emergency might arise where a request granted might be withdrawn and all the men be properly recalled to their work.

This award will provide for hearings before the superintendent, appeals to the president, and in grave matters for an arbitration of controversies. No Board of Arbitration ought to be found or will be found that will reinstate an employe who has been guilty of disrespect to his superior officer, or who has been guilty of intended breaches of discipline. No leader of union labor can or will defend such conduct. In the performance of its duties to the public this Street Railway Company must rely on the honest, intelligent and prompt co-operation of every man engaged in the street car service.

There ought not to be any discrimination in requests granted, and one of our awards will provide for keeping a book for the registration of requests. If all requests cannot be granted, those who have been off duty within sixty (60) days should be first refused.

7 and 8. Hearing Grievances by the Officers.

We cheerfully assume that each of the parties to this controversy will honestly and in good faith endeavor to comply with our awards.

It is certain that the expectations of neither party will be fully satisfied. Yet, if the employes and officers of this Company will reason together in a spirit of fairness, and work for their common good, and the public weal, the turbulent spirit engendered by this controversy will soon disappear.

A request for a full hearing before the superintendent does not imply disrespect, nor even dissatisfaction. He must necessarily determine many matters without a full knowledge

of all the facts. He will sometimes be deceived. He will no doubt be given false information.

Under such circumstances a just man would be anxious to right a wrong. Beside, the superintendent is human and will occasionally make mistakes when the error is due to himself alone. The most upright judge at times fails to master the passions due to human infirmities.

An unjust removal of an employe from his position may mar the labors of a lifetime. We know of no reason why the president of this company should not be brought occasionally face to face with his men. Such procedure might correct erroneous impressions the men may have formed of the president. The vast majority of these car service men are well disposed toward their employer and its officers. We are constrained to believe that if the employes and the officials, from the car sweepers to the president, would become better acquainted with each other and mingle in friendly intercourse, all as servants and employes of the same master, the public, service would be greatly improved.

The people have the right to petition the government for a redress of grievances. It is difficult to find any reason why the officials of a street car company should not occasionally listen to the troubles of their less fortunate brothers.

Furthermore, it is our opinion that the officials of this company will profit by cultivating the friendship of the well disposed leaders among the employes of the company. If they do not do so, the control of the men will fall into the hands of less worthy leaders.

9. *A Board of Arbitration.*

Our chief executive, in chaste and eloquent language, said that "the day of accommodation, and of concession, and of

common understanding is the day of peace and achievement of necessity."

Between the time when the master and his servant were equals, working side by side, and the time when an invisible legal entity, through hired officials, directs the destinies of thousands of men, there is a great gulf fixed. This spirit of concession and accommodation forbids either party from assuming a position that is utterly irreconcilable. The spirit of the times does not view with kindness such conduct on the part of the employes, or the employer, or both, as forces the constituted authorities to the last refuge of government. The people are entitled to have the business of the community proceed in peace and order. They view with alarm the interruption of the usual activities of the community. They resent the creation of a condition that must ultimately end in disorder and strife. Yet, they despise a government that does maintain order, and see that the laws are faithfully executed. When interests in a community reason themselves into apparently irreconcilable positions, resulting in disorder and turbulence and bringing distress on vast numbers of people in nowise involved in the controversy, there can be but two methods of settlement,—one by arbitration, the other by force. The use of military power ought to be the last resort of a free and intelligent people.

We shall provide for a board of arbitration to which either side may appeal, when a reasonable necessity arises.

II. Hours of Labor.

On this subject there is little room for doubt or uncertainty. Men lose their efficiency when overworked. Such men are less valuable per hour to the employer. Their standard of citizenship is lowered. The traveling public has a vital

interest in the character of train service men. One court says, "that every overworked man presents a distinct danger." The hours of employment ought to be so modified that at least eight (8) hours' continuous rest would be secured to every employe.

III. Rate of Wages.

This phase of the investigation may be divided into two parts, to-wit:

- I. Car service men.
 - (a) Conductors.
 - (b) Motormen.
2. All employes (except linemen) not engaged in car service.

1. Wages of Car Service Men.

In the absence of a contract, the employe could recover in an action at law, a reasonable sum for his service. Under such circumstances he is entitled to just and reasonable compensation for his work. In fixing the wage under such circumstances no Court would ignore the element of competition. If men possessed equal skill, integrity and industry there is no reason why an employer should be compelled to pay a higher wage to one man than to another. Under such conditions unionism could add nothing either to the necessities of the man or the value of his services.

The determination of a reasonable wage is a large question. The interests of the employer can not be disregarded. The amount of wages is an economic and ethical question, and depends upon the following, among other things:

The constancy of the employment; the muscular strength

expended, or nervous tension of the labor; the skill required, and hazard assumed; the dress demanded by a proper regard for the proprieties; exposure to the elements; the moral environments and temptations confronted; aspersions or insults unjustly arising from the petulance or caprice of others; prospects of promotion to which a reasonable ambition could justly aspire; freedom or restriction in matters of opinion and conduct; the character and congeniality of associates; the ability afforded the laborer to turn to other fields of endeavor; the age in life to which the labor may be pursued; the responsibility and trust involved; the ability of the employer to recruit the ranks of his employes; the necessities of laborers as a whole; the results to the employer of the labors of the employe.

After considering all these elements and perhaps others, the wage may be fixed. A just and reasonable wage must be high enough to enable an industrious, frugal and sober man to maintain himself and his family in reasonable comfort and to accumulate something for his declining years.

Fluctuations in the prices of commodities and in the purchasing power of money compels us to consider the actual, not the nominal, purchasing power of the earnings.

There has been in recent years a marked increase in the cost of the necessities of life in this city. The proof clearly establishes this fact. This reduces the nominal wage.

By different processes of reasoning we will endeavor to determine whether the present wages of the employes of The Traction and Terminal Company are just and reasonable.

Any man 21 years or more of age, of less than the ordinary muscular power, of average intelligence and with but a very limited education can perform the duties of a motorman or conductor. Such a man, with ten days' instructions, is as-

signed to this work. The labors of a motorman are not strenuous at any time. For about two hours of each day a conductor is very busy. At other times his labors are light. These men are seldom or never exposed to the elements, and there was no proof of any particular hazard arising from the use of electricity as a motive power. The employment is constant, the temptations are such as a man of ordinary moral courage ought to be able to resist. The responsibilities are not onerous, and a suit of uniform that costs fifteen dollars and lasts for a year conforms his dress to the proprieties. On occasions of stress of weather he sometimes suffers some hardships. Some of the regular men every day must work late at night, and on each day some must begin very early. The prospects for promotion to higher positions in the service are very meager. Few men of average intelligence and ambition and of normal strength will be content to make a life's work of these positions. The labor of these men, if it can properly be called skilled labor at all, is not far removed from common labor. When these positions are vacant they are easily filled with recruits from the ranks of common labor. Their necessities are those of the average citizen.

The revenues of the company would be but slightly increased, if at all, by requiring men of better education and skill. This means that the work is such that an average man can do it well.

From these facts it would appear that the car service men can not command as high a wage as that paid to the skilled trades.

Again, large numbers of men are seeking employment of the company for the places these men abandoned when they called the strike. The supply of men able and willing to accept positions as motormen and conductors is abundant. This

fact is not conclusive, but it must be considered in determining a just and reasonable wage for these men.

There is much evidence in the record showing the wages paid to car service men in other cities in territory surrounding Indianapolis. Of 16 cities cited in the printed argument of counsel for the company, Nashville and Baltimore are the only ones having a lower minimum and a lower maximum hourly wage than this city. Cincinnati begins at 20 cents and reaches 27 cents at the end of 12 years. Columbus, O., starts at 20½ cents and ends the second year at 24 cents. Louisville's minimum is 21 cents and maximum 23 cents at the end of the third year. Dayton's minimum is 21 cents and maximum 25 cents. Springfield, O., is the same as Dayton. Washington, D. C., runs from 21½ cents to 23½ cents. Kansas City, 21 cents to 27 cents in 10 years; St. Louis begins with 23 cents and reaches 27 cents the fifth year. Buffalo's minimum is 23 cents, reaches 27 cents the fifth year and 29 cents the tenth year. Toledo starts with 23 cents and has a maximum of 27 cents the fifth year. Chicago has a minimum of 23 cents and a maximum of 29 cents the tenth year. Pittsburgh begins with a minimum of 23½ cents and pays a maximum of 30 cents the fifth year. Detroit has a minimum of — and a maximum of 32 cents.

The Indianapolis Traction and Terminal Company pays an annual revenue to the city of \$30,000.00, which would raise its rate perhaps one cent per hour. Even this would leave it below the average of the cities cited.

These facts support the contention of the employes in part, but refute their demand for a flat rate. The evidence shows that train service men were paid .0021c for each passenger carried in 1905, and .0029c for each passenger carried in 1913. This shows that the wages of these men have increased faster since 1905 than the earnings of the company

from the passenger service.

We think it would be profitable to consider the wages paid in other pursuits. Prof. Nearing, in his book entitled "Wages in the United States," on page 176, says: "That government statistics for 1909 show that only 7 per cent. of the steam railway employes of the United States, in all 1,500,000, earned more than \$1,000.00 per annum; 51 per cent. received less than \$625.00 per annum."

The same author says (page 180) that 21.1 per cent. of the male employes of the Bell Telephone System for the year 1909 received less than \$600.00, while only 11 per cent. received more than \$960.00 per annum.

The same author (page 185) states, that of the classified male earners in Massachusetts in 1908, 72 per cent. received \$15.00 per week and less; of these 20 per cent. received \$20.00 per week and less, and only 8 per cent. received above \$20.00 per week. In New Jersey, Kansas and Wisconsin the percentage is still lower than in Massachusetts.

On pages 72 and 73 of Vol. 1, "Wages and Prices," issued as Senate Doc. 63, the following tables of average yearly earning of employes in specified industries in New Jersey and Wisconsin are set out:

New Jersey, 1908.

Artisans' tools -----	\$548.08
Boilers, steam -----	618.27
Brewery products -----	902.40
Brick and terra cotta -----	430.00
Chemical products -----	521.03
Cigars and tobacco -----	313.08
Drawn wire and wire cloth--	407.06
Electrical appliances -----	628.52
Furnaces, ranges and heaters--	724.17
Glass (window and bottle)---	620.36
Hats, men's -----	585.85

Jewelry -----	601.81
Leather (tanning and furnish- ing) -----	613.50
Lamps, electric and others---	386.85
Machinery -----	598.81
Metal goods -----	474.86
Oils -----	617.21
Paper-----	529.95
Pottery -----	633.45
Rubber goods -----	521.17
Ship building -----	733.06
Silk -----	441.61
Steel and iron (structural)--	689.44
Steel and iron (forging)----	554.36
Woolen and worsted goods--	390.27
Twenty-five industries -----	524.28
Other industries -----	466.94
All industries, 2127-----	\$500.41

In these industries there was an average net decline of 3.3 per cent. in wages in 1908 as compared with 1907.

Wisconsin, 1907.

Agricultural implements ----	\$597.28
Artisans' tools -----	506.24
Beef and pork packers -----	543.30
Boots and shoes -----	426.17
Brass and copper -----	533.77
Brick and tile-----	424.20
Cigars -----	415.50
Clothing, men's -----	391.21
Clothing, women's -----	363.24
Cotton and linen -----	304.80
Electric and gas supplies----	524.06
Flour and feed-----	554.44
Food preparations -----	335.80
Hats and caps -----	477.11
Iron -----	546.14
Leather -----	481.51

Lime and cement -----	460.18
Lumber -----	537.35
Machinery -----	649.55
Malt liquors -----	602.46
Paper and pulp-----	472.41
Sheet metal -----	419.64
Ship and boat building-----	586.35
Structural iron -----	617.00
Woolen mills -----	366.00

In a report made by Charles P. Neill in 1910, it is stated that 61.2 per cent. of the Bethlehem steel workers were earning \$625.00 per year or less, while only 8.2 per cent. received a yearly wage in excess of \$1,000.00.

Nearing, in the volume quoted from on page 173, says: "The conclusion may well be drawn that in the industries of the United States at large not more than 10 per cent. of the adult male wage earners receive annual earnings of more than \$1,000.00."

One of the elements that enters into the determination of the wages per hour is the constancy of the employment. A high hourly wage is usually found where labor is suspended for a part of the season, as in the building trades.

Now, let us examine the wages of some of these car service men.

The record discloses that Matt McCarty received the following wages:

June, 1913, 29 days-----	\$86.68
July, 1913, 27 days-----	81.11
August, 1913, 30 days-----	87.35
September, 1913, 29 days----	89.36
Average for 4 months----	\$86.125

In these four months there were but three days in which he worked more than 12 hours.

G. D. Miller, as motorman, at 20 cents per hour, earned the following wages:

June, 1913, 28 days-----	\$55.11
July, 1913, 21 days-----	43.72
August, 1913, 30 days-----	59.88
September, 1913, 27 days----	53.28

Average monthly wage ----\$52.99

His average unemployment was 4 days per month.

These two car service men are perhaps representatives of the extremes,—this is the results of the minimum and maximum wage.

It is in evidence that the Amalgamated Association of Street and Electric Railway Employes of America pays the officers of Local No. 645, with a membership of 1,270, the following salaries: President and business agent, \$1,320.00; financial secretary-treasurer, \$1,320.00 per annum. Mr. McCarty's annual wage can easily reach \$1,100.00. Considering the dress suit and official dignity that these local officials will be compelled to maintain, this union is fairly subject to the charge it makes against the Traction and Terminal Company. pany.

Viewed from another angle the facts are interesting. The property owned and controlled by the Traction and Terminal Company is assessed for something more than \$8,000,000. It ought not to be contended that this is the fair and reasonable value of this property. The common observation of men is the other way. This is far below the actual value. The capitalization is more than \$26,000,000.00, and the earnings of the company are sufficient to pay the interest on the bonds, provide a large sinking fund and dividends on all the stocks, with a small deficit. The car service men not only paid in the production of all revenues derived from the move-

ment of the cars. It appears to us that the terminal station yields far greater rents than it would yield if cars were not operated.

The following is a financial statement of the company for 1912:

Total earnings, 1912----		\$3,343,640.03
Operating expenses, 1912—		
Maintenance way and structures -----	\$366,240.81	
Maintenance, equipment --	217,228.11	
Operation of power plant--	373,270.06	
Operation of cars-----	633,183.76	
General expenses -----	288,240.67	
Total operating expenses--		1,878,163.41
Net earnings -----		1,465,476.62
Interest on bonds and notes, etc.:		
Citizens' St. RR. Co.,		
5%, due 1933 -----	200,000.00	
Inds. St. Ry. Co., 4%		
due 1933 -----	240,000.00	
Inds. T. & T. Co., 5%		
due 1933 -----	237,819.97	
Broad Ripple Tr. Co.,		
5% due 1933 -----	5,000.00	
Trust equipment notes---	11,458.33	
Notes payable -----	2,466.40	
Taxes and licenses-----	218,620.96	
Rental -----	302,614.94	
		1,217,980.60
Total of interest, taxes and rentals.		
Net income -----		247,496.02
Dividends on capital stock		
\$5,000,000 -----	200,000.00	200,000.00
Net over all-----	47,496.02	
Sinking funds for I. T. & T. Co. 5% bonds-----	58,200.00	

For Inds. St. Ry. Co. 4%		
bonds -----	50,000.00	
Making deficit for the		
year -----		60,703.98
	\$108,200.00	\$108,200.00

The present wage of car service men is as follows:

In continuous service—

One year or less-----	20c per hour
One year and less than two years-----	21c per hour
Two years and less than three years---	22c per hour
Three years and less than four years---	23c per hour
Four years and less than five years----	24c per hour
Five years and less than six years-----	25c per hour

We think these employes should receive a reasonable increase in wages.

2. *All Employes (Except Linemen) Other Than Car Service Men.*

We have carefully considered the evidence as it applies to all these employes. We have studied their conditions, the nature of the service rendered, and the conditions surrounding them, and have some doubts as to whether there should be an increase of their wages at this time. However, considering that the wages now fixed will prevail for three (3) years, unless voluntarily raised by the company, we have determined that each of these employes shall receive a small increase in wages.

THEREFORE, We the undersigned, members of the Public Service Commission of Indiana, sitting as a Board of Arbitration, do make each one of the following findings and awards numbered consecutively from one (1) to nineteen (19), both numbers inclusive, to-wit:

1. No run shall exceed twelve (12) hours in length. Split or trip runs shall not exceed an aggregate of twelve (12) hours of platform service. Each run shall be completed within sixteen (16) hours from the time it is commenced. After completing a run no motorman or conductor shall be required or permitted to continue or again go on duty without having had at least eight (8) hours off duty. One period of twenty (20) minutes in each run shall be allowed within which to eat meals. Overtime shall be paid for at the regular rate.

2. Each motorman and each conductor shall be permitted and required to remain off duty on the first day of the week, commonly called Sunday, at least once in each calendar month. The company shall designate the particular Sunday in each month that each of such employes shall be off duty.

3. Each conductor and each motorman shall be required to report at the proper car barn ten (10) minutes before time for taking his run. Men who are delayed without their fault, by reason of accidents or blockades on the line, and are thereby prevented from taking out their runs shall not be penalized further than to lose their runs for that day only. The penalty for missing runs for any other reason than as above stated shall be in the discretion of the company. PROVIDED: If the company experiments and finds that reporting five (5) minutes before taking out the runs is sufficient it is at liberty to reduce the reporting time to five (5) minutes.

4. The company shall provide at all times a working board at each car barn. Said board shall be marked up for the following day not later than four o'clock p. m. (4:00 p. m.) of each day. A list of extra men shall be made up at the time and placed in plain sight so that extra men can see their stand-

ing for work and the names of such extra men shall be checked as such men get a run or miss.

5. The company shall provide and maintain a book at each car barn in which the name of an employe who desires to be off duty shall be registered, and said book shall be so arranged that the day or days such employe desires to be off duty may be easily and accurately indicated. When the employe is at a car barn when making such request he shall register his own name. When not present at a car barn the proper custodian of such book shall register the name of such employe in said book and shall properly and accurately indicate therein the day or days upon which said employe desires to be off duty. Absence from duty if permitted at all shall be granted in the order shown by such registration in said book. But such registration shall not entitle any employe to be off duty until the request shall have been granted by the proper barn foreman. Any employe who has obtained a leave of absence may, upon notice by the company in case of emergency, be again required to report for duty. But in case such emergency arises the men shall be recalled in the inverse order of their registration. In granting leave to be off duty members of the Grievance Committee of the Employes shall be given preference on the day or days they are required to meet the officials of the company. If all requests cannot be granted, those who have been off duty within the last sixty days shall first be refused.

6. The president and the secretary of any labor organization of which the employes of the company may at any time be members shall each upon his retirement from office in such organization be reinstated in his former position without impairment of seniority rights in the employment of the company. PROVIDED, however, that to entitle such officers

of such organization to so hold his seniority rights, he shall deliver to the president of the company, on or before the 20th day of February of each year during the lifetime of this award, a written request therefor and a written statement that such reinstatement shall not in any manner be, or be construed to be, a recognition of such organization.

7. The company shall not be required to change the present methods of cleaning and equipping cars and stoves.

8. Each extra man employed as motorman or as conductor shall receive the wages per hour hereinafter in this award, provided, and depending upon his term of continuous service with the company. If the wages earned by such extra man, in each calendar month determined as above do not equal the sum of forty-five dollars (\$45.00), the company shall pay him at the end of each calendar month such a sum as added to the wages so earned will make the total earnings equal to forty-five dollars (\$45.00): PROVIDED, That the company shall deduct from the money so added above the wages earned, the value of any runs such employe missed by reason of his own fault.

9. The company shall furnish to each employe such free transportation as is necessarily used by him in going to and from his work. It is required to furnish no other transportation to employes.

10. In case of emergency conductors shall be required to work as motormen, and vice versa. The barn foreman in charge of the men shall determine the emergency.

11. The Indianapolis Traction and Terminal Company shall not be required to employ only members of a labor union organization. No one now in the employ of the company, or

that may be hereafter employed, shall be required to become a member of any labor organization. The company shall not discharge any man solely for the reason that he is, or hereafter becomes, a member of such organization. There shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by any employee who is a member of any labor organization. No employee who is a member of a labor organization shall be discriminated against or interfered with by the company, or by any employee who is not a member of a labor organization.

12. Conductors and motormen who take or leave their cars at points other than their barns shall be paid at the regular rate for the time necessarily required in transportation from the barn to the place of taking or leaving the car.

13. Motormen and conductors shall not receive extra pay while instructing students.

14. Motormen and conductors shall receive the regular rate of pay for snow-plow and sweeper work. When such work is performed in less time than is employed in their regular runs, such employees shall receive full pay for the number of hours composing their regular runs. While doing such work meals shall be furnished by the company.

15. On the second and fourth Tuesdays of each month the superintendent of the company shall, on notice, give a fair and impartial hearing to discharged or suspended employees. If the discharge or suspension is found to be unjust any such employee shall be reinstated with pay at regular wages for time lost by such suspension or discharge. On the third Tuesday of each month the president of the company shall hear any employee who desires to appeal from the decision of the superintendent. The president shall correct any erroneous decis-

ions of the superintendent. At such hearings before the superintendent or president of the company, the discharged or suspended employe may be represented by any employe or employes he may select.

16. That any difficulty or disagreement arising under this award, either as to its interpretation or application, or arising out of the relations of the employer or employes during the lifetime of this award, which can not be settled or adjusted by conference between the officers of the employer and the employe or employes directly interested, shall be referred to a board of conciliation or arbitration, appointed as hereinafter provided.

Said board shall consist of three (3) disinterested members, one of whom shall be selected by the judge of the District Court of the United States for the District of Indiana; one member shall be selected by the chief justice of the Supreme Court of the State of Indiana; and one member shall be selected by the chief judge of the Appellate Court of the State of Indiana.

Such board of arbitration shall constitute a permanent Court of Arbitration during the lifetime of this award. Each member of said board shall receive just and reasonable compensation for his services, such compensation to be paid equally by the company and the employes. Necessary stenographic forces shall be employed and paid for equally by the company and the employes.

Said three judges shall confer with each other in making said appointments, and said judges shall have power to fill any vacancies that may occur at any time in the life of this award on said board.

Such board thus constituted shall take up and consider any question referred to it by the company or by the employes,

and shall hear both parties to the controversy and consider such evidence as may be laid before it by either party. At all hearings before this board either party may be represented by such person or persons as they may respectively select.

No suspension of work shall take place by strike or otherwise pending the adjudication of any matter so taken up for adjustment by said board.

Any award made by said board shall be binding and final during the lifetime of this award. In any proceedings before said board the moving party shall have the burden of proof: PROVIDED, That if any discharged employe shall institute proceedings before said board of arbitration for the purpose of being reinstated in his employment with the company, said board of arbitration shall not have power to reinstate such discharged employe if upon the hearing there is a reasonable and strong suspicion that such employe was guilty of the offense for which he was discharged.

17. The wages of motormen and conductors shall be as follows:

In continuous service—

One year or less-----	21c per hour
One year and less than two years-----	23c per hour
Two years and less than three years---	24c per hour
Three years and less than four years--	25c per hour
Four years and less than five years----	26c per hour
Five years or more-----	27c per hour

Each extra motorman and conductor shall be paid as provided for in award Number Eight (8) hereinabove set out.

All other employes of the company (except linemen) shall receive a five per cent. (5%) increase of wages.

All wages shall be paid at the times provided by law.

18. The findings and awards of this commission shall be effective as of the eighth day of November, 1913, and shall

continue in force and effect until the eighth day of November, 1916: PROVIDED, That the company shall have a period of sixty days in which to revise its schedules and to determine what motormen and what conductors shall be required to remain off duty on each particular Sunday.

19. On every point in controversy, stated in any grievance or in any part of any grievance and upon which we have not made a specific finding and award, our finding and award is for the company.

Respectfully submitted,

THOMAS DUNCAN,
Chairman.

JOHN F. MCCLURE,
FRANK E. PAYNE,
CHARLES J. MURPHY,
JAMES L. CLARK,
Arbitrators.

Dated at Indianapolis, February 9th, 1914.

